

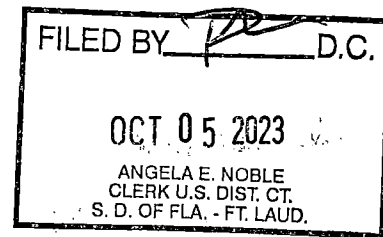
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT COURT OF FLORIDA

MAURICE SYMONETTE PLAINTIFF

VS.

CASE NO : 23-CV-61804

US BANK,NATIONAL ASSOCIATION, AS TRUSTEE
FOR RASC 2005 AHLL3, J.P. MORGAN CHASE BANK,
N.A.,DEUTSHE BANK NATIONAL TRUST COMPANY
AS TRUSTEE UNDER THE POOLING AND SERVICING
AGREEMENT SERIES RAST 2006-A8 (CSFB) ("DB-A8")
AND DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE OF THE RESDENTIAL ASSET
SECURITIZATION TRUST 2006-A8 MORTGAGE
PASSTHROUGH SERVICING AGREEMENT("DB-H")
, HSBC BANK USA, NATIONAL ASSOCIATION, AS
TRUSTEE FOR THE CERTIFICATEHOLDERS OF
NOMURA HOME EQUITY LOAN, HOME EQUITY
LOAN, HOME EQUITY LOAN TRUST, SERIES 2007-1,
LANCASTER MORTGAGE BANKERS LLC,
HOMECOMINGS FINANCIAL LLC. JUDGE
CARLOS LOPEZ, JUDGE ALAN FINE, JUDGE
MONICA GORDO, JUDGE THOMAS REBULL,
JUDGE VALERIE MANNO SCHURR, JUDGE



JOHN SCHLESINGER, JUDGE DE LAO,
JUDGE VERONICA DIAZ, JUDGE SAMANTHA
COHEN, JUDGE VIVIANNE DEL RIO, JUDGE
BARBARA ARECES, APPELLATE JUDGE BROWNWYN
C. MILLER, APPELLATE JUDGE KEVIN
MICHAEL EMAS, APPELLATE JUDGE EDWIN
SCALES, BANKRUPTCY JUDGE LAUREL
ISICOFF, FEDERAL JUDGE JOSE MARTÍNEZ,
BANKRUPTCY JUDGE MINDY MORA, FEDERAL JUDGE
MARCIA COOKE, COUNTY OF DADE COUNTY,
(RECORDS, DEPT, CLERK DEPT., CODE ENFORCEMENT,
POLICE DEPT., SHERIFFS DEPT). COMMISSIONER
RENE GARCIA, NORTH MIAMI, CITY
MANAGER LARRY SPRING, ATTY. FIRM
BROCK & SCOTT, ATTY. FIRM BLANKROME,
DEFENDANTS,

1ST CAUSE OF ACTION VIOLATION OF THE FARA ACT 22 USC SS 611 AND 12 USC SS 632 USING
RICO RACKETEERING CONSPIRACY AND CONSTRUCTIVE FRAUD

2ND CAUSE OF ACTION—FEDERAL QUOTE TITLE

3RD CAUSE OF ACTION FORGING JUDGES SIGNATURES

ON ORDERS IN VIOLATION OF 18 US CODE SS505

4TH CAUSE OF ACTION RICO RACKETEERING VIOLATION OF

18 U.S.C. SS1961

5TH CAUSE OF ACTION VIOLATION OF THE 14TH

AMENDMENT AND THE CIVIL RIGHTS ACT OF 1964 IN

VIOLATION OF TITLE 18 USC SS 242 AS TO U.S. BANK

6TH CAUSE OF ACTION BANKRUPTCY VIOLATION

CLERKS INTERFERING WITH FILING

BANKRUPTCY AS TO GMAC AND US BANK

7TH CAUSE OF ACTION TURNING OFF OF ELECTRICAL

POWER OF DISABLED

PERSON IN NEED OF OXYGEN IN VIOLATION OF FLORIDA

STAT. 366.15(1)(2) AS TO US BANK AND GMAC

8TH CAUSE OF ACTION CONSPIRING LAWYERS NEVER

BROUGHT IN THE NOTE, ALLONGER, MORTGAGE OR

ASSIGNMENT IN VIOLATION OF FL. STAT 702.105 AS T

O US BANK AND GMAC

9TH CAUSE OF ACTION JUDGES AND OFFICIALS CONFLICT

OF INTEREST IN VIOLATION OF FEDERAL RULE OF CIVIL

PROC. 60 FL. RULE 2.1(A)(D)(I)(4) FL. CODE JUDICIAL

CANON 3E(1) FL. STAT. 112.312(A)

10TH CAUSE OF ACTION CIVIL CONSPIRACY ABUSE OF LEGAL

PROCESS/RICO CONSPIRACY AS TO LANCASTER, MERS,

AND DEUTSCHE BANK

11TH CAUSE OF ACTION WRONGFUL FORECLOSURE THERES

ABSOLUTELY NO LANCASTER MORTGAGE AT ALL AND NO

WARRANTY DEED.

12TH CAUSE OF ACTION ILLGAL FAKE NOTARY PUBLIC IN

VIOLATION OF FL. STAT. 775.082 AND 775.083 OR FL.

STAT. 715.84

13TH CAUSE OF ACTION WRONFGFUL FORECLOSUER

NEVER BEHIND ON PAYMENTS

14TH CAUSE OF ACTION VIOLATION OF FL. STAT. 823.11

AND 705.101.6 ANFL.STAT.775.085D NORTH MIAMIL

ORDINANCE 10-19

15TH CAUSE OF ACTION VIOLATION OF FL. STAT.627

AS TO DEUTSCHE BANK STEALING OUR YACHT

16TH CAUSE O FACTION VIOLATION OF THE

CITY OF NORTH MIAMI MUNISCODE SECTION 5-602 CITY

OF NORTH MIAMI PARTICIPATING IN RICO CONSPIRACY

17TH CAUSE OF ACTION A VIOLATION OF FL. STAT

705.103.2B AS TO DEUTSCHE BANK

18TH CAUSE OF ACTION VIOLATION OF THE 14TH

AMENDMENT AND DUE PROCESS

19TH CAUSE OF ACTION VIOLATION OF BANKRUPTCY

AS TO DEUTSCHE BANK STEALING OUR YACHT

20TH CAUSE OF ACTION RICO RACKETEERING INFLUENCE

AND CORRUPTION

ORGANIZATION IN VIOLATION OF 18 U.S.C.A 1961-1968(A)(B)(D)

AS TO DEUTSCHE BANK

21ST CAUSE OF ACTION FOR THE HOUSE AT 2920 NE 55TH

ST. IN VIOLATION OF THE 1938 FARA ACT

22ND CAUSE OF ACTION RICO VIOLATIONS 1938 FARA ACT

23RD CAUSE OF ACTION QUIKTE TITLE CHAPTER 65409 2410

(A)(2).IRS 34.1.1.8.1. (08)-1 2004)AND 34.1.5 (8)-11-2004 AND FL. STAT.95.1115TH

24TH CAUSE OF ACTION NEWLY DISCOVERED EVIDENCE

UNDER FEDERAL RULE 60B(2)(4) ADNFL. RULES OF CIVIL

PROCEDURE 1540ADN RULE 31 AS TO DEUTSCHE BANK

24TH CAUSE OF ACTION VIOLATION OF FL. STAT. 45.031-(A)

AND FL. STAT 45.031-(A) AND RULE702 AND FL. STAT. 702.

(5)FSA. MITCHELL V. MASON AND FIRST BANK V. FISHER ERICHTEL

25TH CAUSE OF ACTION VIOLATION OF FDSCPA, 15 U.S.C. SS a(3)(5) AND

FCCPA FL. STAT. SS559.55 EQUALS ILLGAL CONSUMER COLLECTION AS TO US. BANK,
DEUTSCHE BANK J.P MORGAN AND HSBC BANK N.AA.

26TH CAUSE OF ACTION VILATON OF RESPA 12 U.S.C. 2605 QUALIFIED WRITTEN REQUEST

(QWR) TILA LAWS AS TO US. BANK, GMAC, DEUTSCHE BAN K, J.P MORGAN AND HSBC

27TH ILLEGAL CONSUMER COLLECTION IN VILATION OF FDCPA 15 U.S.C. SS 1692a(3), 15U.S.C.

SS 1692a(5) AND FL. STAT. SS559 55 AS TO US BANK, GMAC, DEUTSCHE BANK, JP MORGAN AND
HSBC

28TH CAUSE OF ACTION VIOLATION OF FL. DECEPTION AND UNFAIR TRADE PRACTICES ACT
SS 501.20491 (2225) . 60 AND FL. STATSS 501.701 AS TO US BANK, GMAC, DEUTSCHE BANK, JP
MORGAN AND HSBC BANK

29TH CAUSE OF ACTION SLANDER OF TITLE IN VIOLATION OF FL STAT 69.011,65.021,65.031 AND
65061 AS TO US BANK GMAC DEUTSCHE BANK JP MORGAN AND HSBC BANK

30TH CAUSE OF ACTION NO CONTRACT IN VIOLATION OF FL. STAT. 697.10

31ST CAUSE OF ACTION VIOLATION OF TIMELY ASSIGNMENT

32ND CAUSE OF ACTION VIOLATION OF FL. STAT. 701.02(1)(2) 701.02(1)(2) AS TO US BANK,
DEUTSCHE BANK, JP MORGAN, AND HSBC.

33RD CAUSE OF ACTION FAKE OF RECLOSURE AFTER NOTE WAS ALREADY SOLD IN VIOLATION
OF THE GAAP RULES, FASB ,FS 140 AND FEDERAL 2CFR SECTION 200.49 AS TO US BANK,
GMAC DEUTSCH BANK JP MORGAN AND HSBC BANK

34TH CAUSE OF ACTION WRONGFUL FORECLOSURE DUE TO AN UNSIGNED MORTGAGE
AND NOTE IN WAST OF WARRANTY DEED IN VIOLATION OF 695.14 AS TO US BANK. GAMSC
DEUTSCHE BANK JP MORGAN AND HSBC BANK

35TH CAUSE OF ACTION VIOLATION OF FL . STAT. SS 501.20491 AND FL. STAT 501.203 (7) AS TO
DEUTSCH BANK

36TH CAUSE OF ACTION DAMAFGE AND OF DECLARATORY RELIEF PURSUANT TO FANNIE MAE
VILAITONSA VILATION OF FEDERAL CODE

18 U.S.C. 1962 AND 18 U.S.C. 1964 ANDE 18U.S.C. 1961 (B) SECTION 201 AS TO BRIBIBG JUDGES

37TH CAUSE OF ACTION LAWYERS WOULD NOT PRODUCE THE DOCUMENTS REQUESTED AU-
THORAIZATION TO SUE MERS AND DEUTSCHE BAK

IN VIOLATION OF RULE 34 (B) (2) (C) AND ROSIN V. FALL .273 US315 927(10FL. STAT (A) (B) (C)

38TH CAUSE OF ACTION LAWYERFS DID NOT HAVE FOREIN AGENT LICENSE IN VIOLATIOND
FOFEDERA RULB)(2)© SECTION 612 (a)E 38 AND 34 (

AMENDED COMPLAINT

**QUIET TITLE CONSTRUCTIVE FRAUD WITH NO
NEED TO PROVE INTENT (AXIOMATIC) RICO**

**CONSPIRACY AND VIOLATIONS FEDERAL AND
STATE LAWS AND RULES TO TAKE PROPERTY BE-
CAUSE THE BANKS PAID THEM FOR IT AND COM-
PLAINT FOR FLORIDA RULE 9.130 TO ADD CLAIM
FOR PUNITIVE DAMAGES**

PARTIES AND JURISDICTION

Plaintiff Maurice Symonette whose address is 300 NE 29th St. Apt. B Pompano Beach Fl. 33054 is now and at all times relevant to this action and a resident of Dade County and a holder of title to this said property. Plaintiff Whose address is 300 NE 29th St. Apt. B Pompano Beach Fl. 33054 is now, at and at all times relevant to this action, a resident of the County of DADE, State of Florida. And a holder of the Title to this said property Plaintiff Maurice Symonette is now and at all times relevant to this action and a resident of Dade County and holder of title to this said property. Maurice Symonette is informed and believes, and there on alleged that, Defendant Lancaster Mortgage Bank LLC Defendant, who may have interest in the subject Property. Lancaster Mortgage Bank LLC, is a corporation, doing business in the County of Dade, State of Florida and is purported Sponsor for Securitized Trust and/or purported participant in the imperfect securitization of Note and/or the Deed of Trust as more particularly Described in this Complaint. Whose address is 1794 Oregon PIKE

LANCASTER P.A. 17601. DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE, UNDER THE POOLING AND SERVICING AGREEMENT SERIES RAST 2006-A8 (CSFB) who in this Complaint will be referred to as (DBNT), who claims to own the subject Property as C/O OCWEN: Vault Dept. whose address is 1761 East saint Andrews Place Santa Ana California 92705 The U.S. TREASURY/IRS whose address is 1500 Pennsylvania Ave., N.W. Washington, D.C. 20220. The UNITED STATES Treasury may have interest in this because the note was sold in RIMIC which by law had to destroy the Note to turn it into a Bond or a stock because the Note cannot exist at the same time as the Bond, because that would be called double-dipping and because the Note was destroyed The U.S. Internal Revenue (U.S. Treasury) gave Deutsche Bank National Trust Company As Trustee, Under The Pooling And Servicing Agreement Series Rast 2006-A8 (CSFB) a Tax Wright off from the U.S. Treasury as a loss which gives The U.S. Treasury interest in the property if found to be Fraudulent, so therefore the title must be Quieted concerning The U.S. Treasury. Quite Title is the reason that I am suing the SEC who in REMIC Facilitated the sale of the BOND on the Market which made it possible for the US dept. of Treasury/IRS in this Complaint. SECURITY AND EXCHANGE COMMISSION whose address is 801 Brickell AVE. #1800 Miami Fl. 33131. ATTORNEYS TITLE INSURANCE FUND is a business 6545 Corporate Centre Blvd Ste 200, Orlando, Fl. 32822. Dade County Clerk of Courts Located at 73 W. Flagler Street Miami, Florida 33130. Dade County Records Department Located at Courthouse East 22 NW 1st Street, 2nd Floor. DADE COUNTY EVICTION SHERIFFS Located at 9105 NW 25th St. Doral, FL. 33172. North Miami Police Department Located at 776 NE 125th St. North Miami Fl. 33161. The city of North Miami located at 776 NE 125th St. North Miami Fl. 33161. NORTH MIAMI CITY MANAGER LARRY SPRINGER is located at Miami River

Side Center (MRC) 444 SW 2nd Ave Miami, FL, 33130. . BlankRome Atty's LLP located at 500 E Broward Blvd #2100, Ft. Lauderdale, FL. 33394 DANIEL HURTES LOCATED AT Broward Financial Centre 500 East Broward Boulevard Ft. Lauderdale. FL 33394, Brock & Scott, PLLC Atty. For Plaintiff 2001 NW 64th, Suite 130 Ft. Lauderdale, FL 33309 SOUTHERN DISTRICT JUDGE MARCIA COOKE located at Wilkie D. Ferguson, Jr. United States Courthouse 400 North Miami Avenue, DADE JUDGE MINDY MORA is located at United States Bankruptcy Court 1515 N. Flagler Drive Court room A, room 801 West Palm Beach Fl. 33401. Bankruptcy Judge Laurel Isicoff is located at C. Clyde Atkins United States Courthouse 301 N. Miami Avenue COUNTY JUDGE ALLEN FINE located at 73 West Flagler St, Miami. FL 33130 Dade County Judge RODOLFO RUIZ located at 73 West Flagler St, Miami. FL 33130 Dade County, JUDGE MONICA GORDO located at 123 NW 1st Ave, Miami FL. 33128. Judge CARLOS LOPEZ is located at 73 West Flagler St. Miami, FL 33130 Judge Valerie Manno Schurr is located at 73 West Flagler St, Miami. FL 33130 Dade County. Judge JOHN SCHLESINGER is located at 73 West Flagler St, Miami. FL 33130 Dade County Judge THOMAS REBULL is located at 73 West Flagler St, Miami. FL 33130 Dade County 1. Defendant, Axiom Financial SERVICES, doing business in the County of Dade, State of FLORIDA Plaintiff is further informed and believes, and thereon alleges, that Axiom Financial SERVICES is the Originator of the loan Filing # 142386698 E-Filed 01/21/2022 09:30:09 AM Defendant, RESIDENTIAL FUNDING CO. LLC, (herein after known as RFC. LLC"), Plaintiff is informed and believe, and thereon allege that, Defendant is doing business in the County of DADE, State of FLORIDA and is the purported Master Servicer for Securitized Trust and/or a purported participant in the imperfect securitization of the Note and/or the Deed of Trust as more particularly described in this Complaint. US Bank National

ADDENDUM

Larry Spring

Miami Riverside Center (MRC)

444 SW 2ND Ave

Miami, FL, 33130

NORTH MIAMI City MANAGER

^{DADe}
Commissioner Rene Garcia

Stephen P. Clark Center

111 NW 1st Street,

Suite 320

MIAMI FL 33128

Association as Trustee for RASC 2005 AHL3, HERE IN AFTER KNOWN AS US BANK Trust"). Plaintiff is informed and believe, and thereon allege that. Defendant US Bank National Association as Trustee for RASC 2005 AHL3, doing business in the County of DADE, 19th Floor, Beijing Winland International Finance Center, No. 7, Jinrong Street, Xicheng District, Beijing, China and is the purported TRUSTEE for Securitized Trust and/or a purported participant in the imperfect securitization of Note and/or the Deed of Trust as more particularly described in this Complaint 5. Defendant, AXIOM BANK. Plaintiff is informed and believe, and thereon allege that, Defendant is a Corporation, doing business in the County of DADE, State of FLORIDA and is the purported Sponsor for Securitized Trust and/or a purported participant in the imperfect securitization of the Note and/or the Deed of Trust as more Particularly described in this Complaint. HOMECOMINGS FINANCIAL LLC is located at 6. Mortgage Electronic Registration Systems, INC., aka MERS ("MERS"), Plaintiff is informed and believe, and thereon allege, that MERS is a corporation duly organized and existing under the laws of DADE, whose last known address is 1818 Library street, suite 300m, Reston, Virginia 20190; website: <http://www.mersinc.org>. MERS is doing business in the County of DADE, State of Florida Plaintiff is further informed and believe, and there on allege, that Defendant MERS is the purported Beneficiary under the Deed or Trust and/or is a purported participant in the imperfect securitization of the Note and/or the Deed of Trust, as more particularly described in this Quiet Title Complaint.

CLAIM FOR RELIEF

CLAIM FOR RELIEF from former American banks who have been some since 2007 Foreign Owned Banks and N.A. who must only Sue in Federal Courts and are not allowed to use State or County or city Courts to bring Civil Foreclosure actions in Violation of board of Governors of the Federal Reserve System Section 25B. But who Bribed Judges to illegally allow them in State Courts in violation of 12 USC SS 632 and the 1938 F.A.R.A. Law who paid Non Foreign Agent License Attys, to represent them as required in section 612 (a) of F.A.R.A. And these Foreign Banks conspired with Judges who they have paid to illegally Foreclose on us and others which is why we have brought this Complaint action against, Chinese Owned US BANK NA located in 19th Floor, Beijing Winland International Finance Center, No. 7, Jinrong Street, Xicheng District, Beijing, China GMAC located at 1500 Shejiang Rd. Jin Qiao Pudong Shanghai Shanghai, 201206. with no Allonge or Mortgage, Deutsche Bank Located at AG Country . Germany Taunusanglage 12 Frankfurt Am Main, Baden-Wurttemberg, 60325. with no Warranty Deed and no signed Note or Mortgage, JP Morgan with no Ownership of the Note or Mortgage but just Declaring Ownership by Operation of Law of which only the FDIC can do and HSBC a closed trust Bank who took the Property without ever showing the Note or Mortgage located in Hong Kong at Shanghai Club building on No. 12 bund, . J.P. Morgan is located at 19th Floor, Beijing Winland International Finance Center, No. 7, Jinrong Street, Xicheng District, Beijing, China. The Common thread to this RICO Racketeering Case is all the Judges got the same Money Conflict of Interest from who they have ruled in favor of in State County Court by selling and trying to sell Plaintiffs properties at Foreclosure sales and evicting and seeking to evict us at hearings up until now to Deprive Plaintiffs of his Properties without any lawful Claim to the Properties and for using RACISM and DISCRIMINATION by these Bank lying to the Police saying we are not allowed in the house and evicting us out of the house without a Court Order, before it was foreclosed on and

some while we were in Bankruptcy in Violation in Violation Bankruptcy Code 362 of the Stay and when went to the Bankruptcy Judges for HELP those Judges also had the same conflict of Interest which is Paid off by these Foreign Owned Banks to Rule in their favor and because we are BLACK they just take our Property and our Belongings in Violation of the 1963 Civil Rights Law. 131 fed. Judges found guilty of the same Conflict of Interest and are selling America to China in Violation of F.A.R.A. and 12 U.S.C. SS 632 and not responding to our TILA, QWR FDCPA questions in Violation , 15 U.S.C. §1692 a (3). These Defendants have engaged in collection of "debts" as this phrase is defined by 15 U.S.C. §1692a53) and Fla. Stat. §559.55 allegedly owed by Plaintiff. Defendants, or using illegal Foreclosures made to look legal under Color of Law by Gift taking Judges to force U.S. Citizens into Homeless Slavery, Exh. 1. the FBI calls this Home Title theft as seen on T.V. (hometitleblock.com) therefore we're asking for the quiet Title and Money as relief. And our Properties back from this Fraud.

INTRODUCTION JURISDICTION AND VENUE

The transactions and events which the subject matter of this Complaint all occurred within the County of DADE, State of Florida. In the United States. The property is located within the County of Dade, State of Florida with the address of 300 ne 29th street Apt B.. Plaintiff lives in the State of Florida and the Defendants/Respondents are citizens of States in Oregon, CA, DC, New York and Florida. Petitioners seek to quiet title to Petitioners Property. The amount in controversy exceeds \$75,000.00.

JURY TRIAL DEMAND

PLAINTIFF REQUESTS A JURY TRIAL ON ALL ISSUES.

BACKGROUND FACTS

Overall US BANK, DEUTSCHE BANK, AND J.P. MORGAN all put in documents with incorrect Verifications such as the Assignments that don't have witnesses, no Notary Stamp, no Commission number, no Printed names under the Signature, the wrong Bank on Documents, no Notary, no Seal, no Preparer and they filed the Complaints before the Foreclosure Complaint date was filed in Violation of Mclean V. JP Morgan which says you can't file a Complaint before you own the Mortgage and Note which can't be fixed in ab initio (means you can't start over from the beginning and is void) and they have Mortgages that don't have the same things no stamp, no seal, no Commission number and Allonge signed by a person with the wrong qualifications like an Assistant Secretary this is illegal according to Fl. Stat. 692.01 which says only a President, Vice President, or Executive Officer can sign an Allonge and Fl. Stat. 692.101 (3) (4) says that a Secretary can't sign an Allonge or Assignment all of these Illegal Filings are fraudulent, and foreclosing on the Note by Operation of Law without the Ownership of Note on record at all such which JP Morgan did in Violation of fl. Stat. () and FDIC Rules which says the FDIC must assign the Note to the Bank in Order for them to Sale, Assign or Foreclose because only the FDIC can own a Note by Operation of Law. While the Clerks help hide the documents by Destroying Dockets and allowing unsigned fraudulent and blacked out Signatures onto documents onto the Record. And after these Motions for Recusal from these Money Conflicted of Interest

Judges those who would Recuse themselves would not mention the fact that all of their Judgements are Void and Reverted back to the Original Fl. Rule 2.160 (H) (I) (J) found on supremecourt.flcourts.gov and the Judges who didn't answer the Motion to Recuse by 30 days are considered Recused and all their Motions Void and Reverted back to the Original according to Fl. Rule 2.160, (H) (I) (J) but these RICO Racketeering Conspiring Judges All of these actions make these fraudulent Cases void giving the fraudulent Banks no standing. But with the help of the RICO Conspiring paid off Appellate Judges, Circuit Court Judges, Bankruptcy Judges, Clerks of the Courts, Police, Eviction Sheriff's Department, Conflict of Interest Commissioners and Code Enforcement Officers all side with the Banks because they're paid off by the Banks so that no matter how crooked or Illegal they are found to be they hold themselves not guilty, Zech. 11:5 and Just take your Property because the banks are paying them off which is very horrible Conflicts of Interest. Like the 131 Federal Judges who just got found guilty of Conflict of Interest which effected 685 Cases and were punished these judges are being Punished with Jail time and Sanctions the most money they made is one hundred thousand dollars and yet these Circuit Judges like Judge Schlesinger made twenty eight Million dollars from US Bank two years in a row and Judge Valerie Manno Schurr made Eleven Million dollars while ruling in favor of US Bank Judge's Allen Fine, Monica Gordo, John Schlesinger, Vivianne Del Rio and Samantha Cohen and De La O didn't answer our Motion to Recuse themselves within 30 days after it was filed making their Orders Void and all the other Judges Orders after theirs Void Fl. Rule 2.160 (H) (J). And Judge Veronica Diaz had a very horrible money Conflict, of Interest and she refused to Recuse herself in Violation of Fl. Code of Judicial Conduct, Canon 3E(1) and Fl. Stat. 112,312 (8) Lawyers have been taking turns stealing peoples properties which is RICO Conspiracy and are creating fraudulent documents these Banks thereof based on one or more of the grounds

mentioned in subsection or if a default is entered against defendants (in which case no evidence need be taken), the court shall enter judgment removing the alleged cloud from the title to the land and forever quieting the title in Plaintiffs and those claiming under him or her since the commencement of these actions and adjudging plaintiff to have a good fee simple title to said land or the interest thereby cleared of cloud

FACTUAL ALLEGATIONS

on or about from about 2005 to 2010 these Banks illegally became the Servicer for the Original Banks that we got the loan from which are all Foreign owned Banks owned by China and Germany used as fronts to Foreclose on American Citizens in Violation of 12 U.S.C. SS 632 which says all foreign entities can only sue and use Federal Courts only for example JUNE 30, 2005 concerning US Bank National, (hereinafter referred to as "Closing Dates") Plaintiff entered a credit transaction with by obtaining a \$448,000.00 Mortgage loan secured by Plaintiffs principal residence, (Subject Property). This Note was secured by a First Trust Deed on the Property in favor of Axiom Financial SERVICES, U.S. Bank and GMAC became the Servicers illegally, WAMU gave a loan to Leroy Williams in which JP Morgan which is owned by China claimed to own the Note by Operation of Law Illegally Lancaster to October 2005 tried to give Leroy Williams a Loan but Leroy Williams and the sellers' didn't go to the Closing and didn't show up to the Closing and Lancaster got their money back but put in an unsigned Warranty deed, Note and Mortgage in the Records and Deutsche Bank was assigned these the Note by Fraudulent Documents because they had no right since Lancaster didn't give any money, Deutsche Bank is a Chinese-German owned Bank Illegally in State Court. Loan City gave a loan in 2007 to Leroy Williams and Illegally HSBC they

became the Servicer and foreclosed never ignoring the QWR Qualified Written Request to show proof that they own the Note HSBC is also a Chinese owned Bank Illegally Foreclosing in State Court in Violation of 12 U.S.C. SS 632 which says no Foreign Banks can Operate in State Court they must bring all matters to Federal Court here is a sample of the RICO Constructive Fraud they were enabled to Commit because these foreign banks Paid these Judges & Lawyers to bring in Federal Jurisdictioned-Cases in State Courts illegally got Judges to Rule in their Favor outside the Regulation's of the Federal Courts. Example we were making the all the payments on time then one day while checking on another house in a downtown Courthouse inadvertently we find out that our home at 15020 S. River Dr. is in Foreclosure even though we were making the payments so on June 6th 2007 we did a written request formal protest and dispute of that debt Mysterious threat from an unknown Bank that was Foreclosing on our Property in whom we did not sign our Mortgage or Note with we were never served and was trying to get a hearing with no response until we suddenly find out that they were getting ready to sell our property without even allowing us to respond or defend ourselves therefore 9/12/2007 we did an Emergency Motion to cancel the sale so that the Judge can see that we were making the payments and for that Bank (US BANK NA) who is unknown to us weren't able to show us that they owned the Note and we pointed out to the Judge in front of about 50 witnesses Tea Partiers and Republicans that US BANK NA never brought in the Note, Mortgage, and Assignment and no letter of indebtedment and no proof that we were not making the payments and we pointed out to the Judge that they only have a Lis Pendens on record with no Complaint to be seen and no Mortgage or Note Attached to a Complaint as Required by Fl. Stat. 702.015,(4) and Fl. Rule Civ. P.130 a. when Judge ZABEL realized that there was no Mortgage and no Note put in and that she did a Final Judgement with no ORIGINAL NOTE or MORTGAGE DOCS at all which is a Perjury Felony and in Violation of Florida Stat. 702.015 (4)(5)(C). So the JUDGE PANICKED and Ordered US Bank's Attorneys to bring in the Original Notes and Mortgage and Zabel Cancelled the Foreclosure Sale SCHEDULED FOR

9/12/2007 until they brought in the Original Note and Mortgage. But after the JUDGE (ZABEL) Cancelled the Foreclosure sale set for 9/12/2007 somehow those tricky Lawyers got the Clerk to do the SALE anyway against Judge ZABEL's Order so we had to rush back to the Court to get an Emergency Hearing to tell Judge ZABEL that the LAWYERS and the Clerk did a SALE anyway against her Order and the Judge was very upset and Ordered the Attorneys For US BANK NA to do a Motion to Cancel the Sale and then the Judge signed an order to Cancel the Sale from their Motion to Cancel the Sale. And then Judge ZABEL Ordered and Demanded that they bring in the Original Note and Mortgage because now Judge ZABEL Was now in position to get in trouble for doing a Final Judgement without Certified Copies of the Note and Mortgage and without the Original Note and Mortgage that is required by Florida Statute, Florida Stat. 702.015 (4), in other words these Clowns were just Illegally going to take our Property but got Caught! 131 Federal Judges have already been caught and went to jail for Conflict of Interest, they failed to Recuse themselves from 685 lawsuits from 2010 to 2018 involving firms in which themselves or relatives held shares, these Evil Judges are going down! This Judge ZABEL Ordered the Atty's to go get the Docs that they said they had, then Judge ZABEL took a Court Recess and during the break from the Courtroom US Bank Lawyers Refused to go back into the Courtroom this upset the Judge but Judge ZABEL gave them time to bring in the Note and the Mortgage but they would not so therefore we put in a Motion to Dismiss with Prejudice we went back and Forth with the Judges and the Banks Attorneys but they would not follow the Judge Sarah I. Zabel's Order to bring in the Note and Order and therefor Judge ZABEL-Dismissed the Case with Prejudice, the tenth line of the 2007 Case Called Case Number 2007-12407-CA01 of the Docket. And then Judge ZABEL said that it would show on the Docket in a few days which was 04/07/2007 of that same Docket!! NOW I'M REPORTING JUDGE SCHURR AS THE LEADER AND THE STARTER OF THE RACKETEERING CONSPIRACY CONCERNING OUR HOME R TO THE ADMINISTRATIVE JUDGE BAILLEY WHO APPOINTS JUDGES TO CASES, GOVERNOR DE SANTIS, THE JQC, THE BAR,

THE US DOJ, THE FBI, THE FLORIDA STATE ATTORNEY AND MEDIA FOR OBVIOUS RACIST MISCONDUCT, BY TOTALLY IGNORING FLORIDA STATUTES-RULES AND FOR CRAZY OBVIOUS CONFLICTS OF INTEREST because something strange happened out of nowhere! Judge Valerie Manno Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE from Judge ZABEL THE YEAR AFTER SHE BECOMES JUDGE RIGHT BEFORE SHE mysteriously takes over our Case to save U.S. BANK FROM US and save JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US BANK) WHO HAD ALREADY PAID THEM TO SAVE U.S. BANK FROM US JUDGE VALERIE MANNO SCHURR is who we're just now finding out that THE BANKS PAID HER TO TRICK US INTO BELIEVING THAT WE WERE SAFE FROM US BANK WITH THE DISMISSAL WITH PREJUDICE AND THEN THREE MONTHS LATER JUDGE VALERIE MANNO SCHURR CHANGES IT TO DISMISSAL WITHOUT PREJUDICE IN AN ILLEGAL EX PARTE HEARING WITHOUT US KNOWING SO THAT US BANK COULD COME BACK AND START THE SAME CASE OVER WITHOUT NOTICE TO US! WHY DID GMAC (US BANK) PAY JUDGE VALERIE MANNO SCHURR TO TAKE OVER OUR CASE WAS BECAUSE JUDGE ZABEL DISMISSED WITH PREJUDICE US BANKS CASE 04/07/2009 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10, Exh. 2.1 pg.2. AND FORD MOTOR CO. V. CALLOWAY SAYS A JUDGE CAN'T CHANGE ANOTHER JUDGE'S ORDER SO, JUDGE VALERIE MANNO SCHURR FILED HER DUPLICATE DISMISSAL WITH LIKE JUDGE ZABEL'S ORDER WAS FILED 04/07/2009, AND JUDGE SCHURR'S DUPLICATE ORDER FILED 04/07/2010 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10 AND 11, NOT REMEMBER JUDGE VALERIE SCHURR IS A JUDGE WE NEVER MET NEVER SEEN AND NEVER DID A HEARING IN FRONT OF AND ACCORDING TO THE ADMINISTRATIVE JUDGE, JUDGE BAILEY SAID THAT SHE DID NOT ASSIGN JUDGE VALERIE SCHURR THIS IS A JUDGE THAT SHE DID NOT ASSIGN TO OUR CASE

ALL DONE SO THAT SHE COULD IN AN ILLEGAL EXPARTE HEARING IN VIOLATION OF FLORIDA STAT. 702.07 WITH THE PLAINTIFF US BANK CHANGE HER OWN ORDER TO DISMISSAL WITHOUT PREJUDICE, TO HELP GMAC (US BANK). STEAL SO THEY CAN ALL MAKE MONEY OFF OF HELPLESS BLACKS USING BIG BAD JUDGES AND LAWYERS! The proof that JUDGE VALERIE MANNO SCHURR made Money to help them is on her Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST SWORN AFFIDAVIT OATH of 2008 that shows on part C. Liabilities section that she has \$995,000.00 and \$91,498.00 from GMAC which is the Servicer and owner RESIDENTIAL FUNDING CORPORATION in their notice of transfer said they were controlling our payments as Servicer from at least 1/1/2007 on the Mortgage Payment Coupon at the bottom of the Transfer Letter, Exh 100. and \$129,000.00 from Wells Fargo which is US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3, then in 2009 form 6 it shows GMAC MORTGAGE of \$410,000.00 and Credit line with GMAC, and \$128,000 Wachovia which is Wells Fargo which is US BANK, and then she allows an Illegal Ex Parte Hearing with US Bank National Attorneys to change her Order which is really Judge Zabel's Order from DISMISSED WITH PREJUDICE in April 6th, 2010 to change the Dismissed with Prejudice 3 months later in June 27th, 2010, into DISMISSED WITHOUT PREJUDICE in this Ex Parte Hearing. Which is only supposed to be done with only the Defendants that are about to lose their home to the Foreclosure Sale and this must be done before the sale of the House according to Fl. Statue 107.07, (during the interim GMAC also had a Florida Default Letter as the Servicer) and after that wonderful gift Judgement to US Bank National Association and helping Judge Zabel out of the mess for doing a Judgement without a Docketed Complaint, Note, Allonge, Mortgage or an Assignment from the Records which was literally Criminal, Thievery of our house. Then suddenly in her 2010 Form 6 Disclosure of Financial Interest, Exh. (8.1), it shows a \$400,000.00 gift from GMAC and shows \$1,000,000.00 from Wells Fargo which is US Bank. All of this is pay to Play RICO Conspiracy to steal Black People's Houses which

they're also doing to White European Gentiles! US BANK'S only lawful Remedy was to Appeal the Dismissal with Prejudice within 30 days according to Florida Appellate Rule 4 (a)(1)(A). But now a case that was Dismissed with Prejudice was given life again by Judge Valerie Manno Schurr a Judge we had never met never seen or ever had a hearing in front of came in and Dismissed the Case with Prejudice exactly one year after Judge Zabel Dismissed it with Prejudice to avoid Callo-way Vs. Ford which says another Judge cannot change another Judges Order from the same Circuit Court they must Appeal to a higher Court but Judge VALERIE MANNO SCHURR did it anyway by having a hearing three months later in an illegal Ex Parte hearing and changing the Dismissal with Prejudice to Dismissal without Prejudice which allowed US BANK to secretly file another Foreclosure Case against the House at 15020 S. River Dr. Miami Florida 33167 and US Bank did file another Case which was a continuance of the same Case from 2007 which is called Case Number 2007-12407-CA01 that was Dismissed with Prejudice and secretly changed to Dismissed without Prejudice and without any notice to us in 2010 called Case number 2010-61928-CA01 this 2010 was also done without the Original Mortgage, Assignment and Docs. Original of the Note, Allonge to the Note, and the second Allonge from Fannie Mae or indemnification info that indemnifies Fannie Mae and there must be the Loan number, Date and the printed name of the Signer as required by Federal Fannie Mae Rules B8-3-04 for Fannie Mae of which none of this is on the copy of the Allonge recorded on the Docket, And JUDGE VALERIE MANNO SCHURR has taken my new Case again to finish what she started by Ruling in favor of US BANK and GMAC with worst Conflicts of Interest that she's trying to hide so that she can Rule in the Bank's favor to illegally Foreclose. Because in her FORM 6 -2019 and 2020 Financial Disclosure Affidavit she has over \$11,192,000.00, plus on line 5 she states that she has a \$400,000.00 Mortgage with City National Bank that is Royal Bank of Canada, which is Wells Fargo, And Wells Fargo is US Bank JUDGE VALERIE MANNO SCHURR is helping to illegally Foreclose on us. The other conflict is Schurr's \$400,000.00 Mortgage Holder City National Bank that is Royal Bank of Canada which is

Morgan Stanly/JP Morgan, which is US BANCORP/US BANK. And All this is CITY NATIONAL BANK, who Merged with Wachovia Bank who admitted they were SLAVE MASTERS OF BLACK PEOPLE, to just take CRIPPLE HELPLESS BLACK PEOPLE'S HOMES. I will investigate how this Judge accumulated \$11 million dollars on a JUDGE'S SALARY, I demand to see where all that money is from. This is the Bank that served my law suit by an official Servicer acknowledged by US BANK which by Florida Statue they had only 20 days to answer but they never answered for six months while we're trying to Default them the whole time, yet JUDGE VALERIE MANNO SCHURR with her millions of dollars Conflicts of Interest helped US Bank by not ever Defaulting them no matter what the laws and rules say I really don't stand a chance in this fight because the referee (JUDGE SCHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S favor I AM DESTROYED and CRUCIFIED by these wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these CROOKED EVIL JUDGES like JUDGE VALERIE MANNO SCHURR and I know they are Plotting to KILL me right now, K.J.V. BIBLE=ZECHARIAH 11:5!!

1ST CAUSE OF ACTION VIOLATION OF THE 1938 FARA ACT,

22 USC SS 611 AND 12 USC SS 632 USING RICO

RACKETEERING CONSPIACY AND CONSTRUCTIVE FRAUD

U.S. Bank, GMAC, Deutsche Bank, J.P. Morgan, and HSBC are all Foreign Banks owned by China and Germany and Conspired with these Foreign Banks to circumvent Federal LAWS by buying American Banks put them out front then bribe Judges by giving them Money as shown in the Judge's financial Affidavits seen in 2nd Cause of Action to rule in

the Banks favor using Lawyers paid off by them to Foreclose and Evict American Citizens out of their Homes illegally without being Detected by the Feds in Violation 12 U.S.C. 632. THESE BANKS ARE ALL FOREIGN BANKS OWNED BY CHINA AND GERMANY AND AS A FOREIGN BANKS FEDERAL LAW 12 U.S.C. 1432b, Foreign Banks can do NO EVICTIONS from private residential real property in the United States under HUD Which is Federal Fannie Mae under HUD and the Loan on all these Mortgages on are Fannie Mae Freddie Mac Loans , and Sallie Mae, 12 C.F.R. 225.28, no housing loans in the United States, 12 U.S.C. 1432b, no foreclosure of "private residential real property" in the United States, 12 C.F.R. 225.28 22 U.S.C. 2183, no state court proceedings 12 U.S.C. 632, the real party of interest is the Bank for International Settlement, Rothschild owned 12 U.S.C. 3105; 12 CFR Part 1500 - MERCHANT BANKING INVESTMENTS- Authority: 12 U.S.C. 1843(k). see the bottom of the Note and Mortgage, Exh. 97 pages 1-3 (Overseas Private Investment Corporations) 22 U.S.C. 2183, NO STATE COURT PROCEEDINGS 12 U.S.C. 632, the real party of interest is Bank for International Settlement, Rothschild owns 12 U.S.C. 3105; 12 CFR. U.S. Bank, Bank GMAC, Deutsche Bank, HSBC called the HONGKONG SHANGHAI BANKING CORPORATION LIMITED and DEUTSCHE Bank (AND THE WORD DEUTSCHE MEANS GERMAN) These Banks are owned by Germany and China Exh. 492, 492A, 493, 493B, 495, 495C, 496, 496D 497, 498 and 499 GMAC WHICH is GM Exh. they're Foreign Banks. Like Senator Mendez took Bribes from a foreign Country so did these Judge's form six says that theses foreign banks from China and Germany gave bribes to the judges to allow them to operate illegally is the Court in violation of F.A.R.A and, 12 U.S.C. § 632 which is Treason. So the FBI must stop them. They have no jurisdiction, no investment in "private residential real property" in the United

States, 12 C.F.R. 1500, no deposit taking from an American citizen, 12 U.S.C. 378, 12 U.S.C. 1862, 12 U.S.C. 3102, no foreclosure of "private residential real property" in the United States, 12 C.F.R. 225.28, no 'liens" on real property in the United States 12 C.F.R. 211.4, no banking in the United States Public Law 89-485 section 3, no real estate loans in the United States, Public law 89-485 section 6(h), 12 U.S.C 29, 12 U.S.C. 375 b. no branching in the United States 12 U.S.C. 36, extension of credit has to be secured by a collateral deposit of 100% in cash 12 C.F.R. 215, no home loans to individuals HOLA of 1933, no securities or hedge fund investment in the United States 12 U.S.C. 1850, no credit intermediaries in the United States 12 C.F.R. 225.28, no bank holding companies in the United States, 12 U.S.C. 1843, no savings and loan associations in the United States 12 C.F.R. 225.28, no student loans from an Industrial Loan company and like GMAC who is General Motors (GM), Exh. 525 and GM is owned by China, Exh.496 Page 1-2 and GMAC acted as the Servicer for U.S. Bank, Exh 526. in Violation 12 U.S.Code SS 615 this Judge was disqualified when it continued in violation of the judicial cannon with clear bias (reported by Mack Wells researched) and now has put me in more danger of my survival through and illegal foreclosure, eviction, loss of all my belongings medically needed income, housing and the right to protect my property under the constitution and the American with disabilities act.

2nd CAUSE OF ACTION FEDERAL--- QUIET TITLE

AS TO U.S. BANK NA AS TRUSTEE FOR RASC AHL3 FOR THE PROPERTY 15020 SOUTH RIVER DRIVE MIAMI FL. 33167 BECAUSE THE MORTGAGE AND NOTE ARE A FANNIE MAE MORTGAGE AND NOTES AND FANNIE MAE IS THE U.S. FEDERAL GOVERNMENT. WHICH IS FEDERAL JURISDICTION. AND:

AS TO GMAC AS SERVICER TO U.S. BANK FOR THE PROPERTY 15020 SOUTH RIVER DRIVE MIAMI FL. 33167 BECAUSE THE MORTGAGE AND NOTE ARE A FANNIE MAE MORTGAGE AND NOTES AND FANNIE MAE IS THE U.S. FEDERAL GOVERNMENT. WHICH IS FEDERAL JURISDICTION.

AS TO DEUTSCHE BANK FOR THE PROPERTY 1977 NE 119TH ROAD MIAMI FLORIDA 33181 BECAUSE THE MORTGAGE AND NOTE ARE A FANNIE MAE MORTGAGE AND NOTES AND FANNIE MAE IS THE U.S. FEDERAL GOVERNMENT. WHICH IS FEDERAL JURISDICTION.

AS TO JP MORGAN FOR THE PROPERTY 3320 NE 165 STREET MIAMI FL. 33160 BECAUSE

THE MORTGAGE AND NOTE WERE TAKEN BY FDIC OPERATION OF LAW ILLEGALLY BY CHINESE OWNED JP MORGAN IN VIOLATION WHICH IS ALL FEDERAL JURISDICTION.

AS TO HSBC USA NA (THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED) FOR THE PROPERTY 10290 SW 58th STREET MIAMI FL. 33173, OWNED BY

THE CHINA OPEN TREASON BREACH OF F.A.R.A. IN VIOLATION OF 12 U.S.C. SS 632
AND AS A MEMBER OF THE FEDERAL RESERVE SYSTEM, Exh. 24 AND IS IN VIOLA-
TION OF THE BOARD OF GOVERNORS FEDERAL RESERVE SYSTEM RULE 25B. 1 AND
2. Exh. 14 Page A AND B AND THESE LOANS

These LOANS are National Association Loans as indicated in their "N.A". NAMES who can only
in Federal Courts according to their Rules and are Fannie Mae Loans as indicated on bottom of the
Notes and Mortgages. And Fannie Mae Loans Rules require that there must be loan the Loan num-
ber, Date and the printed name of the Signer as required by Federal Fannie Mae Rules B8-3-04 for
Fannie Mae of which none of this is on the copy of the any Allonge recorded on the Docket, Exh.
(19). As to 15020 South River Drive So this Case is VOID **DADE COUNTY JUDGES ON 15020
SOUTH RIVER DR. MIAMI FL. 33167 WHO PLAYED COURT JUDGE TAG TEAM ON AL-
WAYS RULING IN U.S. BANK'S FAVOR STEALING. AND NEVER FORCING THEM TO
BRING IN PROOF OF STANDING TO FORECLOSE US EG. NO NOTE OWNERSHIP BE-
CAUSE THE NOTE ASSIGNMENT CALLED ALLONGE TO THE PROMISSORY NOTE,
Exh. 27-28 IS SIGNED BY ASSISTANT SECRETARY IN VIOLATION OF FLORIDA STAT-
UTE 692.01 WHICH SAYS ONLY A PRESIDENT, VICE PRESIDENT OR A CHIEF EXECU-
TIVE OFFICER CAN SIGN AN ALLONGE AND FLORIDA STATUTE 692.101 (3) & (4) SAYS
NO SECRETARY CAN SIGN AN ALLONGE. BUT THEY HAVE THE NERVE TO HAVE AN
ASSISTANT - SECRETARY AS SIGNOR WITHOUT THEIR PRINTED UNDER THEIR UN-
READABLE SIGNATURE IN VIOLATION OF FLORIDA STATUTE 695.26 (1)(A). AND
WITH NO LOAN NUMBER, FLORIDA STATUTE OF WHICH ANY ONE OF THESE VIO-
LATIONS VOIDS THE ALLONGE (ASSIGNMENT), EXH. SO U.S. BANK NEVER GOT THE
NOTE OR THE ASSIGNMENT OF MORTGAGE WAS FROM HOMECOMINGS THE**

ABSOLUTE WRONG BANK!! OUR BANK IS AXIOM FINACIAL SERVICES AND 2 YEARS LATER THEY DID A CORECTIVE ASSIGNMENT IN VIOLATION OF MCCLEAN V. JP MORGAN THAT SAYS BANKS CAN'T DO A FORECLOSURE COMPLAINT BEFORE THEY ARE ASSIGNED THE MORTGAGE AND ALLONGED TO THE NOTE, FLORIDA STATUTE 702.015(4),see: the ALLONGE Exh. 30. BUT WE CAN NEVER GET A CHANCE TO PROVE THESE FACTS. Fannie Mae and U.S. Bank NA who was noticed of my Claim on the Dade County Records which was before their publication of Foreclosure which by law would have stopped my Claim but the law says if they are notices up to 30 days after publication of the Foreclosure that the claim is still Good Fl. Statutes sub section 733.702 (1), and 733.2121 (3)(a) and 733.701 and cause of action with and all of this confusion is because U.S. Bank trickery. This is a Quiet Title Complaint Case, which requires that U.S. Bank show a full chain of title which is Extrinsic Evidence according to 2005 Florida Code Civil Practice and Procedure Quieting Title, Fl. Stat. 65.021 and Federal 28 U.S. Code ss 2409a and Real estate; removing clouds,-- Chancery courts have jurisdiction of actions brought by any person or corporation, whether in actual possession or not, claiming legal or equitable title to land against any person or Corporation not in actual Possession, who has, appears to have claims an adverse legal or equitable estate, interest, or claim therein to determine such estate, interest, or claim and quiet or remove clouds from the title to the land. It is no bar to relief that the title has not been litigated at law or that there is only one litigant to each side of the controversy or that the adverse claim, estate, or interest is Void upon its face, or though not Void upon its face, requires Extrinsic Evidence to establish its validity (Exh.105) and 65.041(3)(4)(3) REAL ESTATE.REMOVING CLOUDS; THIS CASE WAS CLOSED AFTER JUDGE VIVIAN DEL RIO RECUSED, VACATED HER ORDERS AND REVERTED THE CASE BACK TO JUDGE SARAH ZABEL'S ORDER OF DISMISSED WITH PREJUDICE IN ACCORDANCE WITH OUR MOTION TO RECUSE VACATE ORDERS AND REVERT BACK

TO DISMISSED WITH PREJUDICE, EXH. 49. WHEN OUR CASE WAS REOPENED ON DOCKET DATED 06/06/23. AND A NEW NOTICE OF HEARING WAS NOTICED TO US 06/29/23, EXH. 50. AFTER JUDGE VIVIAN DEL RIO'S COMPLAINT FROM OUR CASE THAT WE NEWLY DISCOVERED EVIDENCE IN ACCORDANCE WITH FEDERAL RULE 60 THAT HAS BECOME REMOVABLE TO FEDERAL COURT BECAUSE WE HAVE JUST FOUND OUT THAT THIS MORTGAGE IS A FEDERAL FANNIE MAE LOAN WHICH IS FEDERAL JURISDICTION, SEE BOTTOM OF THE NOTE AND MORTGAGE SAYS FANNIE MAE LOAN EXH. 33 AND 34. FEDERAL JURISDICTION. THIS IS WHY THEIR COMPLAINT NEVER MENTIONS THAT THE LOAN IS A FANNIE MAE LOAN TO KEEP SUITS COUNTY SO THEY CAN PAY JUDGES. BUT FANNIE MAE UNDER HUD REQUIRES THAT FANNIE MAE IS ON THE ASSIGNMENT (ALLONGE) FEDERAL FANNIE MAE RULE 8B-3-04 WHICH MAKES THIS CASE FEDERAL.

3rd CAUSE FORGING JUDGE'S SIGNATURE ON ORDERS

IN VIOLATION OF FEDERAL 18 U.S. CODE SS 505.

WHEREIN JUDGE VALERIE MANNO SCHURR'S SIGNATURE WAS ON AN ORDER TO DISMISS OUR CASE WITH PREJUDICE **EXH. 6.** AND **EXH. 44.** THEN A DISMISSAL WITHOUT PREJUDICE AND THIS 2007 CASE NUMBER 2007-12407-CA01 WHICH CHEATED AND GAVE THEM THE RIGHT TO FORECLOSE IN 2010, 010-61928-CA01 TO

STEAL THE PROPERTY ANYWAY WHEREIN IN A ZOOM HEARING WHEN JUDGE VALERIE MANNO SCHURR WAS CONFRONTED BY MAURICE SYMONETTE AND MACK WELLS AS TO HOW SHE COULD CHANGE JUDGE ZABEL'S DISMISSAL WITH PREJUDICED IN VIOLATION OF FORD V. CALLOWAY, ACTING AS OUR JUDGE WHEN SHE WAS NEVER APPOINTED OUR JUDGE, EXH. OR NEVER HAD A HEARING WITH US ESPECIALLY WHEN **HER FORM 6 FINANCIAL DISCLOSURE AFFIDAVIT SAID SHE GOT \$995,000 FROM GMAC WHICH IS U.S. BANK EXH. 6. LINE 8 AND EXH. 1.** AS A CONFLICT OF INTEREST. SERVICER FOR U.S. BANK, EXH. 1, AND SHE RESPONDED ON CAMERA" I DID NOT SIGN THOSE ORDER'S SIR" BUT WHEN I SHOWED HER FINANCIAL AFFIDAVIT AND HER SIGNATURE ON THE ORDER, **EXH. 6. AND EXH. 44.** SHE SAID "OH MY GOD, OK MR SYMONETTE IM GOING TO GIVE YOU TWO WEEKS TO FIGURE OUT WHAT YOUR GOING TO DO" AND ENDED THE ZOOM HEARING, **EXH. SEE: GODS2.COM VIDEO C.** SEE THE EXH.G1 ON GODS2.COM OF ALL THE AO'S FROM 2010 UNDER CHIEF JUDGE JOE BROWN THE JUDGE WHO APPOINTS JUDGES TO CASES NO WHERE WAS VALERIE MANNO SHURR APPOINTED IN ANY CASE IN 2010 SHE WAS JUST A REGULAR JUDGE AND JUDGE BAILEY SAID SHE DID NOT APPOINT HER AND SHE SAID SHE DID NOT SIGN THOSE ORDERS AND ALSO SAID SHE DID NOT SIGN THOSE ORDER AND IT ANGERED HER SO THE LAWYERS HAVE COMMITTED FORGERY AND VIOLATION OF FEDERAL RULE WHEN SHE RECUSED HERSELF WHERE SHE WAS SUPPOSED TO SIGN THE DISMISSAL WITHOUT PREJUDICE AND THE DISMISSAL WITH PREJUDICE BUT WE COULD STILL SEE AND HEAR HER ON THE ZOOM SCREEN AND SHE TURNED AND SAID TO THE LAWYERS "I DON'T BELIEVE YOU LAWYERS HAVE SIGNED THOSE ORDERS FOR ME I DID NOT TELL YOU TO SIGN THOSE ORDERS

FOR ME"! AND THEN THE SCREEN WENT OFF, ALL WITNESSED BY THREE PEOPLE. **EXH. 23. PAGES 1-3.** SEE WITNESSES WHO SAW AND HEARD THE JUDGE SAY THOSE WORDS **EXH.23.** AND SEE: **GODS2.COM VIDEO C.** AND SEE HER PANIC AND THE NEXT DAY SHE IMMEDIATELY RECUSED HERSELF VACATING HER ORDERS WHICH DESTROYED THE FORECLOSURE, **EXH. 8.** AND YOU KNOW WHAT I BELIEVE HER BECAUSE THE SIGNATURES DON'T MATCH HER SIGNATURES AND WE CHECKED THE RECORD FOR 2010 AND THERE IS ABSOUTELY NO ADMINISTRATING ORDER APPOINTER HER AS JUDGE ON THIS CASE SO SHE COULDN'VE SIGNED THAT ORDER THE LAWYERS SIGNED THAT ORDER YOU KNOW HOW WE KNOW BECAUSE SHE SAID SO

YET THE CHINESE OWNED (U.S. BANK) LAWYERS WENT ON ILLEGALLY FORECLOSING ANYWAY, **EXH. 4.** NOW IF JUDGE VALERIE MANNO SCHURR DID NOT SIGN THOSE ORDERS OF DISMISSAL WITHOUT PREJUDICE THIS MEANS THAT JUDGE ZABEL'S ORDER OF DISMISSAL WITHOUT PREJUDICE STILL STANDS BECAUSE IT WAS THE FIRST AND IT WAS SUPPOSED TO BE THE LAST **EXH. 5=**AFFIDAVITS VERIFIED BY THE DOCKET OF **CASE 2007-12407-CA01** DOCKET DATED 04/06/2009 **EXH. 5. EXH. 1: PAGE 12.** AT THE TOP OF THE DEFAULT EXHIBIT LIST OF HOMECOMINGS / U.S. BANK EXHIBIT LIST **EXH. 1 PAGE 1.** EVENTHOUGH, WE SHOWED THE RECEIPTS FROM AXIOM BANK SHOWING OUR PAYMENTS WERE ALL ON TIME, TO AXIOM BANK FIVE MONTHS AFTER THE FRAUDULENT U.S. BANK'S COMPLAINT, **EXH. 56. SAID ON THE 1ST PAGE LINE 6.** THAT WE DEFAULTED JAN. 1ST 2007 LIKE HOMECOMINGS SHOWED IN THEIR FAKE DEFAULT OF JAN. 1ST 2007 ON **EXH. 1. PAGE 12.** OF U.S. BANK, WHILE THE AXIOM PAID REAL

RECEIPTS SAID MAY 30TH 07=FIVE MONTHS AFTER THEIR FORECLOSURE STARTED AND WHEN WE DISCOVERED U.S. BANK ATTYS. DID A CORRECTIVE ASSIGNMENT FROM AXIOM BANK, EXH. 31. WHICH SAID IN PARAGRAPH FOUR THAT HOMECOMINGS IS NOT A VALID ENTITY (THE WRONG BANK) BUT THEY'RE STILL FORECLOSING WITH A HOMECOMINGS FRAUDULENT ASSIGNMENTS TO U.S. BANK PHONEY DOCS IN THAT THE AXIOM ASSIGNMENT WHICH KILLED HOMECOMINGS ASSIGNMENT TO AXIOM BANK DOESN'T HAVE A NOTARY SEAL, NO COMMISSION NUMBER NO PREPARA AND THE NOTARY ON THE ASSIGNMENT IS A FAKE NOTARY STAMP BECAUSE THE FL. STAT. SAYS IT MUST CONTAIN THE COMMISSION OR ID NUMBER, TO IDENTIFY THE PERSON WHO MIGHT NEEDED TO VERIFY SIGNOR IN COURT, IN VIOLATION OF F.S. 117.05 (3)(A) AND F.S. 695.26 (1). SEE EXH. 31. THE POST-OFFICE ADDRESS OF EACH SUCH PERSON IS LEGIBLY PRINTED, TYPEWRITTEN, OR STAMPED UPON SUCH INSTRUMENT ALL IN VIOLATION OF F.S. 695.01 (1) AND F.S. 695.26 (1) (A) AND F.S. 494. 0075 (5) AND F.S. 701.02(1)(2)(3), EXH. 32. SO THE AXIOM BANK ASSIGNMENT IS FRAUDULENT AND FAKE. SO THERE IS NO ASSIGNMENT TO U.S. BANK.

FORGING JUDGE'S SIGNATURE ON ORDERS FEDERAL 18 U.S. CODE SS 505.

WHEREIN JUDGE VALERIE MANNO SCHURR'S SIGNATURE WAS ON AN ORDER TO DISMISS OUR CASE WITH PREJUDICE EXH. 6. AND EXH. 44. THEN A

DISMISSAL WITHOUT PREJUDICE AND THIS 2007 CASE NUMBER 2007—12407-CA01 WHICH CHEATED AND GAVE THEM THE RIGHT TO FORECLOSE IN 2010, 010-61928-CA01 TO STEAL THE PROPERTY ANYWAY WHEREIN IN A ZOOM HEARING WHEN JUDGE VALERIE MANNO SCHURR WAS CONFRONTED BY MAURICE SYMONETTE AND MACK WELLS AS TO HOW SHE COULD CHANGE JUDGE

ZABEL'S DISMISSAL WITH PREJUDICE IN VIOLATION OF FORD V. CALLOWAY, ACTING AS OUR JUDGE WHEN SHE WAS NEVER APPOINTED OUR JUDGE, EXH. 512, 513 AND 514 WHICH SHOWS THE ADMINISTRATIVE ORDERS FROM 2009 TO 2010 WHICH SHOWS THAT THE CHIEF JUDGE JOE BROWN NEVER APPOINTED HER TO OUR CASE NUMBER AFTER JUDGE ZABEL THAT ALREADY DISMISSED THE CASE WITH PREJUDICE APRIL 6TH 2009 AND ADMINISTRATIVE JUDGE JENNIFER BAILEY SAID SHE NEVER APPOINTED JUDGE VALERIE MANNO SHURR TO OUR CASE EXH. AND ON GODS2.COM VID. 1G5 AND VIDEO C. AND THEN SHE LOOKED AT THE LAWYER AND SAID I DON'T BELIEVE YOU SIGNED THOSE ORDERS FOR ME, I CAN'T BELIEVE YOU SIGNED THOSE ORDERS OR NEVER HAD A HEARING WITH US ESPECIALLY WHEN HER FORM 6 FINANCIAL DISCLOSURE AFFIDAVIT SAID SHE GOT \$995,000 FROM GMAC WHICH IS U.S. BANK EXH. 6. LINE 8 AND EXH. 1. AS A CONFLICT OF INTEREST. SERVICER FOR U.S. BANK, EXH. 1, AND SHE RESPONDED ON CAMERA "I DID NOT SIGN THOSE ORDER'S: SIR" BUT WHEN I SHOWED HER FINANCIAL AFFIDAVIT AND HER SIGNATURE ON THE ORDER, EXH. 6. AND EXH. 44. SHE SAID "OH MY GOD, OK MR SYMONETTE IM GOING TO GIVE YOU TWO WEEKS TO FIGURE OUT WHAT YOUR GOING TO DO" AND ENDED THE ZOOM HEARING, EXH. SEE: GODS2.COM VIDEO C. SEE THE-EXH.G1 ON GODS2.COM OF ALL THE ADMINISTRATIVE ORDERS (AO'S) FROM JUDGE JOE BROWN GODS2.COM OF ALL THE AO'S FROM 15201.0 UNDER CHIEF JUDGE JOE BROWN THE JUDGE WHO APPOINTS JUDGES TO CASES NO WHERE WAS VALERIE MANNO SHURR APPOINTED IN ANY CASE IN 2010 SHE WAS JUST A REGULAR JUDGE AND JUDGE BAILEY SAID SHE DID NOT APPOINT HER AND SHE SAID SHE DID NOT SIGN THOSE ORDERS AND ALSO SAID SHE DID NOT SIGN THOSE ORDER AND IT ANGERED HER SO THE LAWYERS HAVE COMMITED FORGERY AND VIOLATION OF

FEDERAL RULE WHEN SHE RECUSED HERSELF WHERE SHE WAS SUPPOSED TO SIGN THE DISMISSAL WITHOUT PREJUDICE AND THE DISMISSAL WITH PREJUDICE BUT WE COULD STILL SEE AND HEAR HER ON THE ZOOM SCREEN AND SHE TURNED AND SAID TO THE LAWYERS "I DON'T BELIEVE YOU LAWYERS HAVE SIGNED THOSE ORDERS FOR ME I DID? NOT TELL YOU TO SIGN THOSE ORDERS FOR ME"! AND THEN THE SCREEN WENT OFF, ALL WITNESSED BY THREE PEOPLE. EXH. 23. PAGES 1-3. 'SEE WITNESSES WHO SAW AND HEARD THE JUDGE SAY THOSE WORDS EXH. 23. AND SEE: GODS2.COM VIDEO C. AND SEE HER PANIC AND THE NEXT DAY SHE IMMEDIATELY RECUSED HERSELF VACATING HER ORDERS WHICH DESTROYED THE FORECLOSURE, EXH. 8. AND YOU KNOW WHAT I BELIEVE HER BECAUSE THE SIGNATURES DON'T MATCH HER SIGNATURES AND WE CHECKED THE RECORD FOR 2010 AND THERE IS ABSOLUTELY NO ADMINISTRATING ORDER APPOINTING HER AS JUDGE ON THIS CASE SO SHE COULDN'T HAVE SIGNED THAT ORDER THE LAWYERS SIGNED THAT ORDER YOU KNOW HOW WE KNOW BECAUSE SHE SAID SO YET THE CHINESE OWNED (U.S. BANK) LAWYERS WENT ON ILLEGALLY FORECLOSING ANYWAY, EXH. 4. NOW IF JUDGE VALERIE MANNO SCHURR DID NOT SIGN THOSE ORDERS OF DISMISSAL WITHOUT PREJUDICE THIS MEANS THAT JUDGE ZABED'S ORDER OF DISMISSAL WITHOUT PREJUDICE STILL STANDS BECAUSE IT WAS THE FIRST AND IT WAS SUPPOSED TO BE THE LAST' EXH. 5=AFFIDAVITS VERIFIED BY THE DOCKET OF CASE 2007-12407—CA01 DOCKET DATED 04/06/2009 EXH. 5. EXH. 1. PAGE 12. AT THE TOP OF THE DEFAULT EXHIBIT LIST OF HOME COMINGS / U.S. BANK EXHIBIT LIST EXH. 1 PAGE 1.

4th CAUSE OF ACTION RICO RACKETEERING IN

VIOLATION OF 18 U.S.C. SS 1961

HERE'S HOW THESE JUDGES PLAY TAG TEAM AND CONSPIRE WITH EACH OTHER TO TAKE OUR HOMES BECAUSE US BANK PAID THE AND MEDIA FOR OBVIOUS RACIST MISCONDUCT, BY TOTALLY IGNORING FLORIDA STATUTES RULES AND FOR CRAZY OBVIOUS CONFLICTS OF INTEREST.

Because something strange happened out of nowhere! At the 15020 S. River Dr. Miami Fl. 33167 Judge Valerie Manno Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE from Judge ZABEL THE YEAR AFTER SHE BECOMES JUDGE RIGHT BEFORE SHE mysteriously takes over our Case to save U.S. BANK FROM US and save JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US BANK) WHO HAD ALREADY PAID THEM TO SAVE U.S. BANK FROM US JUDGE VALERIE MANNO SCHURR is who we're just now finding out that THE BANKS PAID HER TO TRICK US INTO BELIEVING THAT WE WERE SAFE I will investigate how this Judge accumulated \$11 million dollars on a JUDGE'S SALARY, I demand to see where all that money is from. This is the Bank that served my law suit by an official Servicer acknowledged

by US BANK which by Florida Statue they had only 20 days to answer but they never answered for six months while we're trying to Default them the whole time, yet JUDGE VALERIE MANNO SCHURR with her millions of dollars Conflicts of Interest helped US Bank by Being a judge that was never appointed to be our Judge according to Administrative Judge Jennifer Bailey and according to the chief Judges Administrative Order Docket we showed that in 2009-2011 Chief Judge Joe Brown's Administrative Orders of 2009-2011 Docket showed that the Chief Judge never appointed Valerie Mnano Schurr to our or any substitute for a Judge CASE, Judge Valerie Schurr did only her regular Case load Case see the Chief Judge Joe Brown AO Docket of all appointed Judges appointed between 2009-2011, Exh. 512-513. And see the Administrative Judge Jennifer Baily who said she never appointed Valerie Manno Schurr on our case Exhibit 510. And Judge Valarie Schurr helped U.S. Bank by never Defaulting them for not responding to my law suit in the twenty that is Required by law to do, see Docket Case number 2021- 10826-CA01 no matter what the laws and rules say I really don't stand a chance in this fight because the referee (JUDGE SCHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S favor I AM DESTROYED and CRUCIFIED by these wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these CROOKED EVIL JUDGES like JUDGE VALERIE MANNO SCHURR and I know they are Plotting to KILL me right now, K.J.V. BIBLE=ZECHARIAH 11:5!! Had six Judges on this Case Judge VALERIE MANNO SCHURR who dismissed the Case without Prejudice Illegally. Then Judge SCHLESINGE who gave them the right to foreclose even though they didn't have the standing but then told us that we can come back in 10 days to prove it. Then in 10 days we came back in time to give the answer to the Judge giving them the right to Foreclose but Judge

SCHLESINGER was no longer the Judge on our Case, it was now Judge De La O who also had the same Conflict of Interest and then Judge De La O said he couldn't change the Judge's Order even though he saw that we had ten days to respond and then he gave us a rehearing and then we came back to ask in front of Judge DE LA O but he was no longer the Judge it was now Judge Veronica Diaz and she said that she could not change Judge De La o's Order. And she gave a date for the foreclosure Sale and she had the same Conflict of Interest then we had the Pandemic which stopped everything now all of these Judges had the same Conflict of Interest and they were running away from me by passing the Case to another Judge so that we could never catch up with Judge SCHLESINGER's 10 day Ruling and his Fraudulent Case where he gave them the right to Foreclose but us the right to respond an we never got to respond because the Judges kept passing the Case from one Judge to the next and would've been Foreclosed on but the Pandemic stopped all Foreclosures and then I filed a Quiet Title which was ten years after VALERIE MANNO SCHURR had filed a Fraudulent Dismissal without Prejudice to give those Judges the right to keep them passing the Case to each other until they were getting ready to Foreclose on us and then I showed here that she didn't have the right to do that because she received \$995,000.00 to change the Judge's Order and then she Recused herself after I showed her that she Recused herself of my 2021 Case. In the meantime the Fake 2010 Case was still going on and in the 2010 Case after the Pandemic was over another Judge named Samantha Cohen was asked to Recuse herself because she had the same Conflicts of Interest but she ruled in Favor of the Bank then when we were going back to Court to tell her to Dismiss the whole Case because VALERIE MANNO SCHURR Recused herself and we wanted to stop the Foreclosure sale then they changed it to another Judge Vivianne Del Rio who had the exact same Conflict of Interest and

would not listen to us in Court and she gave them a Foreclosure Sale even though in Court with Judge Rodriguez whose studying the Case to see that VALERIE MANNO SCHURR wasn't our Judge and got \$995,000.000 to change the Dismissal with Prejudice to Dismissal without Prejudice so their trying to Foreclose and sell the house and Evict us before we can show why Judge VALERIE MANNO SCHURR Recused herself. All six of these Judges all have the same Conflicts of Interest and being paid by the Banks to play on their team! Check out these JUDGES WHO WROTE AN OATH AFFIDAVIT TO THE STATE CAPITAL AND ACTUALLY SHOW THAT THESE BANKS PAY THEM WOW!!! In a hearing with Judge Rodriguez U.S. Bank attempted to Dismiss my Quiet Title Case by saying we've been taking a long time and trying to slow down the Case but if you check the 2007 Docket Exh.(176) You'll see that it was U.S. Bank that refused to bring in a Ordered Document by Judge Zabel to show that they own the Note, the Mortgage, the Allonge and the Assignment and U.S. Bank never would bring it in after a year of waiting we asked for a Dismissal with Prejudice in 2008 and in 2009 the Judge finally signs a Dismissal with Prejudice because U.S. Bank refused to follow her Order and then U.S. Bank waited a year and in 2010 Judge VALERIE MANNO SCHURR inserts herself in the Case without being appointed or ever meeting the Defendants and se did a Dismissal with Prejudice also and then 3 months later instead of appealing that which they had 30 days to do they had an Ex Parte Hearing with Judge VALERIE MANNO SCHURR illegally and she changed her Order which intern changed Judge Zabel's Order illegally from Dismissal with Prejudice to Dismissal without Prejudice and then 6 months later U.S. Bank found another Case for Foreclosure and U.S. Bank kept not following the Judges Order or Notifying us until finally the Judge Dismissed the Case again for lack of Prosecution because U.S. Bank would not notify us and threatened to close

out the Case then U.S. Bank finally noticed us and then they set a Hearing for 2017 November, 29th in front of Judge SCHLESINGER all that time was taken because of them and then Judge SCHLESINGER gave them 10 days to answer they did not answer so I did a Motion for Default and then U.S. Bank answered by saying that U.S. Bank needed more time the Judge gave them more time without noticing us we didn't know that they did that and we asked for Case to be Dismissed so the Pandemic hit and then when the Pandemic hit its what delayed the Foreclosure and during the interim I did a Quiet Title Suit that Quiet Title Suit is now in Court. So it wasn't Torturously a long time because all of us all of the time wasted was by Blank Rome Attorneys for U.S. Bank so we didn't waste the time U.S. Bank did so I need the time for the Judge to rule on the fact that their Allonge is no good, that U.S. Bank's Assignment is no good that U.S. Bank does not have the Note in its record of Notes according to the Edgar search and that according to the Trustee of the Cupisone Cusip numbers the Mortgage has only been sold to Fidelity Strategic Real Return Funds not U.S. Bank and they have until this day 2021 which I was referred to them by the lady that runs the SEC at 801 Brickell Ave. downtown Miami so this is the point were at right now they don't own the Note never have so we need to stop the Sale for them to come prove they own the Note instead of just giving our house away that we were making all the payments on at the time. They all must be Arrested for Criminal Conspiracy to steal Black People's Homes and White Gentile's Homes! Christ is Jews and Gentiles 1Cor.12:12-14 they Are crucifying and 1. Plaintiff, is now, and at all times mentioned in this Co-owner of and in the Possession of all the real property described in paragraph 5 above, said real property to be hereinafter referred to as the Property described in Paragraph 5 above, said real property to be hereinafter referred to as the Property. This is a quiet title etc. case which requires that US Bank show a

full chain of title which is extrinsic evidence according to 2005 Florida code civil practice. **procedure.**

1. SARAH I. ZABEL 4/7/09-----made 9 Million from US BANK
2. VALERIE MANNO SCHURR 1/21/22-----made almost 12 Million from US BANK
3. JOHN SCHLESINGER 12/19/2017-----made almost 29 Million from US BANK
4. SAMANTHA RUIZ COHEN 5/12/2021-----made over 2 Million from US BANK
5. MIGUEL DE LA O 1/9/2019-----made almost 1Million from US BANK
6. VERONICA DIAZ 6/2/2020-----made almost ½ Million from US BANK
7. VIVIANNE DEL RIO 5/4/2022-----made almost 2 Million from US BANK
8. JOSE E. MARTINEZ-----made over \$250,000.00 from US BANK
9. JUDGE CARLOS LOPEZ-----made over \$2 million from US BANK
10. MINDY MORA-----made over \$100,000.00 from US BANK

**BROCK AND STOCK ATTORNEY JUSTINE KELLY'S CONFLICT
OF INTEREST**

1. **WOE UNTO YOU, LAWYERS FOR YOU HAVE TAKEN AWAY THE
KEY OF KNOWLEDGE: YE ENTERED NOT IN YOURSELVES**

**(LUKE 11:52) JUDGES WITH A CONFLICT OF INTEREST FROM
DEUTSCHE BANK**

1. JUDGE THOMAS REBULL 10/30/19-----made \$656,000.21 from
DEUTSCHE BANK
2. JUDGE MARCIA COOKE 1/17/20-----made \$15,000.00 from
DEUTSCHE BANK
3. JUDGE MONICA GORDO 8/31/17-----made \$1,035,472.00 from
DEUTSCHE BANK
4. JUDGE SANDRA PERLMAN-----made \$415,620.00 from
DEUTSCHE BANK

**JUDGES WITH A CONFLICT OF INTEREST
FROM J.P. MORGAN CHASE BANK**

1. JUDGE MARINA GARCIA WOOD-----made \$471,247.00 from
CHASE BANK
2. JUDGE WILLIAM W. HAURY JR.-----made \$1,500,000.00 from
CHASE BANK
3. JUDGE JOEL T. LAZARUS-----made \$320,000 from
CHASE BANK

**JUDGES WITH A CONFLICT OF INTEREST FROM HSBC
BANK**

1. JUDGE BARBARA ARECES-----made \$90,000.00 from
HSBC BANK

JUDGE BARBARA ARECES Bank according to her 2022 Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST page 3 line 3 got \$90,000 from TD Bank Exh.461 which is Blackrock Exh.462, which is HSBC Exh.463.

1. JUDGE MARINA GARCIA WOOD Is located at 201 SE St. 6160 Ft. Lauderdale, Fl. 33301 and has a horrible conflict of interest With Morgan Stanley Chase Bank according to her 2022 Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST page 3 line 1 she has \$471,247.00 from J.P. Morgan Chase Bank.
2. JUDGE WILLIAM W. HAURY JR. Is located at 201 SE St. 6160 Ft. Lauderdale, Fl. 33301 and has a horrible conflict of interest with Morgan Stanley chase Bank on his 2022 Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST page 2 line 1 he has \$1,500,000.00 from J.P. Morgan Chase Bank.
3. JUDGE JOEL T. LAZARUS located at 9541 Hollyhock Ct. Davie Blvd 33328 and has a Terrible Conflict of Interest with Morgan Stanley Chase Bank on his FORM 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST page 1 line 7 he has \$320,000 from J.P. Morgan Chase Bank.
4. JOSE E. MARTNEZ In his Form 6, from Tallahassee called FINANCIAL DISCLOSURE REPORT, for 2021 Says on page 4 lines 3 and 4, that he made \$250,000 with Iberia Bank, Exh.518 Which is First Horizon Bank, First Horizon Bank is Suntrust Bank which is US. Bancorp/ US. Bank, Exh. 519. Judge Jose E. Martinez is Doing Business U.S. BANK, US BANCORP, WACHOVIA, WELLS FARGO, WHICH IS ALL U.S. BANK

5.

APPELLATE JUDGES WITH A CONFLICT OF INTEREST FROM DEUTSCHE BANK

1. BROWNWYN C. MILLER-----Made \$95,000 from DEUTSCHE BANK

Comes now MACK WELLS acting Pro-Se here states Judge Brownwyn Miller located at Third District Court of appeals 2001 SW 117th Ave Miami Fl.33175, says that Wells Fargo on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bank because he's doing business with US Bank and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Brownwyn C. Miller is doing business with Wells Fargo Bank as seen on his Form 6 page 1 line 4 he got \$95,000.00 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh.520, Wells Fargo is US Bank IS DEUTSCHE BANK. That is a Conflict of Interest against us and there's more, Exh.J. I have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exhibit B so Brownwyn Miller you must Recuse YOUR SELF and VACATE YOUR ORDER against us, Exh.F. ORDER OF DISMISSAL WAS PUT IN JUNE 6, 2019.

APPELLATE JUDGES WITH A CONFLICT OF INTEREST FROM US BANK

2. KEVIN MICHAEL EMAS----- -Made \$225,310 from US BANK

Comes now MACK WELLS acting Pro-Se here states Judge Kevin Michael Emas, located at Third District Court of appeals 2001 SW 117th Ave Miami Fl. 33175 says that Wells Fargo on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bancorp because he's doing business with

US Bancorp and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Kevin Michael Emas is doing business with Wells Fargo as seen on his Form 6 page 1 line 4 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh.522 , Wells Fargo is US Bancorp Exh. 465. And US Bancorp is US Bank Exh. 466 That is a Conflict of Interest against us and there's more, Exh. 467. I have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exhibit B so Kevin Michael Emas you must Recuse YOUR SELF and VACATE YOUR ORDER against us, Exh.468.

3. EDWIN SCALES-----Made \$22,543 from US BANK

Comes now MACK WELLS acting Pro-Se here states Judge Edwin Scales, located at Third District Court of appeals 2001 SW 117th Ave Miami Fl. 33175 says that Chase Bank on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bancorp because he's doing business with US Bancorp and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Edwin Scales is doing business with Chase Bank as seen on his Form 6 page 1 line 4 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh.521, Chase Bank is US Bancorp Exh. 470. And US Bancorp is US Bank Exh. 471 That is a Conflict of Interest against us and there's more, Exh. 472. I have found that our case was directed to him in this

Pool, So he must recuse himself and vacate his Order, Exhibit 473 so Edwin Scales you must Recuse YOUR SELF and VACATE YOUR ORDER against us, Exh. 474. Order of Dismissal on JAN. 23, 2023 Comes now MACK WELLS acting Pro-Se here states Judge Brownwyn Miller, says that Wells Fargo on his 2012 Form 6 Full and public Disclosure of Financial Of Interest is a Bank doing Business with US Bank because he's doing business with US Bank and helping them make money so that he can make money by Foreclosing and taking our property while acting as the Judge to take the property not on his Merits but for to make him and them money Illegally. Here's proof, Judge Brownwyn C. Miller is doing business with Wells Fargo Bank as seen on his Form 6 page 1 line 4 he got \$95,000.00 from Tallahassee called Full And Public Disclosure Of Financial form 6 Exh. A, Wells Fargo is US Bank. That is a Conflict of Interest against us and there's more, Exh.J. I have found that our case was directed to him in this Pool, So he must recuse himself and vacate his Order, Exhibit B so Brownwyn Miller you must Recuse YOUR SELF and VACATE YOUR ORDER against us, Exh.F. **15020 S. R. DR. MIAMI 33167 AND 1977 NE 119TH RD. MIAMI FL. 33181. Exh.A.** These Judges have made Millions of dollars with U.S. Bank taking Black People and White European's homes illegally for gifts of Money Exo. 23:8, Deut. 16:19. Which says Judges can't take gifts because it blinds the eyes of Judgement!! Here are these Judges examples.

**1. FIRST WE HAVE JUDGE VALERIE MANNO SCHURR
WHO STARTED THIS**

HORRIBLE DISCRIMINATING CONSPIRACY MESS BECAUSE IN HER FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST AND SHE RECUSED HERSELF 01/21/22 BECAUSE SHE GOT CAUGHT GETTING MILLIONS TO ILLEGALLY TAKE OUR PROPERTY WITH \$ CONFLICT OF INTEREST UP TO \$11 MILLION

BECAUSE IN HER FORM 6 FINANCIAL INTEREST
SWORN AFFIDAVIT OATH

Now something strange happened out of nowhere! Judge Valerie Manno Schurr's SIGNATURE and NAME shows up on the DISMISSAL WITH PREJUDICE from Judge ZABEL THE YEAR AFTER SHE BECOMES JUDGE RIGHT BEFORE SHE mysteriously takes over our Case to save U.S. BANK FROM US and save JUDGE ZABEL, THEIR LAWYERS FROM THE WRATH OF THEIR BOSS GMAC (US BANK) WHO HAD ALREADY PAID THEM TO SAVE U.S. BANK FROM US JUDGE VALERIE MANNO SCHURR is who we're just now finding out that THE BANKS PAID HER TO TRICK US INTO BELIEVING THAT WE WERE SAFE FROM US BANK WITH THE DISMISSAL WITH PREJUDICE AND THEN THREE MONTHS LATER JUDGE VALERIE MANNO SCHURR CHANGES IT TO DISMISSAL WITHOUT PREJUDICE IN AN ILLEGAL EXPARTE HEARING WITHOUT US KNOWING SO THAT US BANK COULD COME BACK AND START THE SAME CASE OVER WITHOUT NOTICE TO US! WHY DID GMAC (US BANK) PAID JUDGE VALERIE MANNO SCHURR TO TAKE OVER OUR CASE WAS BECAUSE JUDGE ZABEL DISMISSED WITH PREJUDICE US BANKS CASE 04/07/2009 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407-CA01 LINE 10, Exh. 2.1 pg.2. AND FORD.

MOTOR CO. V. CALLOWAY SAYS A JUDGE CAN'T CHANGE ANOTHER JUDGE'S ORDER SO, JUDGE VALERIE MANNO SCHURR FILED HER DUPLICATE DISMISSAL WITH PREJUDICE LIKE JUDGE ZABEL'S ORDER WAS FILED 04/07/2009, Exh. 80. AND JUDGE SCHURR'S DUPLICATE ORDER FILED 04/07/2010 AS SEEN ON THE DOCKET CASE NUMBER 2007-12407CA01 LINE 10 AND 11, Exh: 3.1 pg.2. NOT REMEMBER JUDGE VALERIE SCHURR IS A JUDGE WE NEVER MET NEVER SEEN AND NEVER DID A HEARING IN FRONT OF AND ACCORDING TO THE ADMINISTRATIVE JUDGE, JUDGE BAILEY SAID THAT SHE DID NOT ASSIGN JUDGE VALERIE SCHURR THIS IS A JUDGE THAT SHE DID NOT ASSIGN TO OUR CASE ALL DONE SO THAT SHE COULDN'T DO AN ILLEGAL EXPARTE HEARING IN VIOLATION OF FLORIDA STAT. 702.07. WITH THE PLAINTIFF US BANK CHANGE HER OWN ORDER TO DISMISSAL WITHOUT PREJUDICE, Exh. 4.1 TO HELP GMAC (US BANK). STEAL SO THEY CAN ALL MAKE MONEY OFF HELPLESS BLACKS USING BIG BAD JUDGES AND LAWYERS! The proof that JUDGE VALERIE MANNO SCHURR made Money to help them is on her Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST SWORN AFFIDAVIT OATH of 2008 that shows on part C. Liabilities section that she has \$995,000.00 and \$91,498.00 from GMAC which is the Servicer and owner RESIDENTIAL FUNDING CORPORATION in their notice of transfer said they were controlling our payments as Servicer from at least 1/1/2007 on the Mortgage Payment Coupon at the bottom of the Transfer Letter, Exh 100. and \$129,000.00 from Wells Fargo which is US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3, Exh. (6.1) then in 2009 form 6 it shows GMAC MORTGAGE of \$410,000.00 and Credit line with GMAC, and \$128,000 Wachovia which is Wells Fargo which is US BANK, Exh. (7.1). and then she allows an Illegal Ex Parte Hearing with US

Bank National Attorneys to change her Order which is really Judge Zabel's Order from DISMISSED WITH PREJUDICE in April 6th, 2010 Exh. (4.1) to change the Dismissed with Prejudice 3 months later in June 27th, 2010, into DISMISSED WITHOUT PREJUDICE in this Ex Parte Hearing Exh. 2.1. Which is only supposed to be done with only the Defendants that are about to lose their home to the Foreclosure Sale and this must be done before the sale of the House according to Fl. Statue 107.07, (during the interim GMAC also had a Florida Default Letter as the Servicer) and after that wonderful gift Judgement to US Bank National Association and helping Judge Zabel out of the mess for doing a Judgement without a Docketed Complaint, Note, Allonge, Mortgage or an Assignment from the Records which was literally Criminal, Thievery of our house. Then suddenly in her 2010 Form 6 Disclosure of Financial Interest, Exh. 8.1, it shows a \$400,000.00 gift from GMAC and shows \$1,000,000.00 from Wells Fargo which is US Bank, Exh. (9.1). All of this is pay to Play RICO Conspiracy to steal Black People's Houses which they're also doing to White European Gentiles! US BANK'S only lawful Remedy was to Appeal the Dismissal with Prejudice within 30 days according to Florida Appellate Rule 4 (a)(1)(A). But now a case that was Dismissed with Prejudice was given life again by Judge Valerie Manno Schurr a Judge we had never met never seen or ever had a hearing in front of came in and Dismissed the Case with Prejudice exactly one year after Judge Zabel Dismissed it with Prejudice to avoid Calloway Vs. Ford which says another Judge cannot change another Judges Order from the same Circuit Court they must Appeal to a higher Court but Judge VALERIE MANNO SCHURR did it anyway by having a hearing three months later in an illegal Ex Parte hearing and changing the Dismissal with Prejudice to Dismissal without Prejudice which allowed US BANK to secretly file another Foreclosure Case against the House at 15020 S. River Dr. Miami Florida 33167 and US Bank did file another Case which was a continuance of the same

Case from 2007 which is called Case Number 2007-12407-CA01 that was Dismissed with Prejudice and secretly changed to Dismissed without Prejudice and without any notice to us in 2010 called Case number 2010-61928-CA01 this 2010 was also done without the Original Mortgage, Assignment and Docs. Original of the Note, Allonge to the Note, and the second Allonge from Fannie Mae or indemnification info that indemnifies Fannie Mae and there must be the Loan number, Date and the printed name of the Signer as required by Federal Fannie Mae Rules B8-3-04 for Fannie Mae of which none of this is on the copy of the Allonge recorded on the Docket, Exh (15.1). And JUDGE VALERIE MANNO SCHURR has taken my new Case again to finish what she started by Ruling in favor of US BANK and GMAC with worst Conflicts of Interest that she's trying to hide so that she can Rule in the Bank's favor to illegally Foreclose. Because in her FORM 6, 2019 and 2020 Financial Disclosure Affidavit she has over \$11,192,000.00, plus on line 5 she states that she has a \$400,000.00 Mortgage with City National Bank that is Royal Bank of Canada, which is Wells Fargo, Exh. (10.1). And Wells Fargo is US Bank JUDGE VALERIE MANNO SCHURR is helping to illegally Foreclose on us, Exh. (11.1). The other conflict is Schurr's \$400,000.00 Mortgage Holder City National Bank that is Royal Bank of Canada which is Morgan Stanly/JP Morgan, Exh. (12.1), which is US BANCORP/US BANK, Exh. (13.1). and Exh. (14.1) All this is CITY NATIONAL BANK Exh. 16.1, who Merged with Wachovia Bank who admitted they were SLAVE MASTERS OF BLACK PEOPLE, Exh. (17.1) to just take CRIPPLE HELPLESS BLACK PEOPLE'S HOMES. I will investigate how this Judge accumulated \$11 million dollars on a JUDGE'S SALARY, I demand to see where all that money is from. This is the Bank that served my law suit by an official Servicer acknowledged by US BANK which by Florida Statue they had only 20 days to answer but they never answered for six months while we're trying to Default them the whole time, yet JUDGE VALERIE MANNO

SCHURR with her millions of dollars Conflicts of Interest helped US Bank by not ever Defaulting them no matter what the laws and rules say I really don't stand a chance in this fight because the referee (JUDGE SCHURR) is being paid by my Opponents to Rule only in their (US BANK'S-GOLIATH'S favor I AM DESTROYED and CRUCIFIED by these wicked Animals who break all the Laws and kill BLACK PEOPLE and hold themselves not GUILTY by these CROOKED EVIL JUDGES like JUDGE VALERIE MANNO SCHURR and I know they are Plotting to KILL me right now, K.J.V. BIBLE=ZECHARIAH 11:5!!

2. **Check out Judge JOHN SCHLESINGER** the Worst Conflict of them all. In this Criminal Conspiracy because in his Final Judgement Order, of Dec. 19th, 2017. Judge SCHLESINGER review of the record and Exh.(63). Must be Arrested and Recuse himself and void all of his Orders for an open obvious Conflict of Interest and the worst of them all because he's doing all his business with US Bank and is now with \$28,000,000.00 from U.S. Bank and their Bankster Partners and helping them and himself make money by Foreclosing and taking (stealing) our and probably others property for U.S. Bank while acting as the Judge on the U.S. Bank's Cases like our property, not on the Case's Merits to make him and U.S. Bank money Illegally. Here's proof. Judge JOHN SCHLESINGER is doing business with US Bank Judge SCHLESINGER and has the worst record of all the money Conflicts of Interest that I have found out about. Because in his 2016 and 2017 (Exh.64 and Exh. 65) he got \$28,000,000.00 in Assets because of U.S. Bank as seen on page 2

3. **On his Form 6 Full and Public Disclosure of Financial Interest** page 2. See line 4 he got with Santander Bank \$750,000 and Santander is SBA, Exh. 66. Which is US Bank, Exh. (2 and 74). **On his Form 6 line 5 SCHLESINGER** did with First Citizens Bank \$624,000.00 And first Citizens Bank is the Royale Bank of Scotland, Exh. 67 which is

- the Royale Bank of Canada, Exh. 68 Which is US Bank. Exh. (69). **On his Form 6. Line 6** He got \$5,236,472.00 from Morgan Stanley Brokerage Account which is J.P. Morgan Bank, Exh. 118. Which is U.S. Bancorp Exh. 70. And U.S. Bancorp is U.S. Bank, Exh. 71. **Judge SCHLESINGER on line 7.** Got \$286,148.68 with State of Florida Deferred Compensation, which is Voya and AIG, Exh. 72 and Voya and AIG is U.S. Bank, Exh.12. **On line 8 he got** \$523,843.91 with Federal thrift Savings Which is the SBA Exh. 73. Which is U.S. Bank, Exh.(74). **And on line 9 he got** \$11,019,286.66 with Evensky and
4. Katz which is the Advisor side of US Bank, Exh. 75 and Exh. 64 page 2. During the months of our 2017 Trial against US Bank and got over \$19 Million two years in a row 2016 and 2017 from US Bank, through U.S. Bank and its Bankster Partners. Judge SCHLESINGER all while presiding over our Case has made millions and millions of Dollars from US Bank.
4. **And we have Judge Miguel M. De La O** who ruled on our Case in 01/09/2019 Exh. 114 and is doing business with CITIBANK as seen in his FORM 6 From Tallahassee FULL AND PUBLIC DISCLOSURE OF FINANCIAL form: 6, he got on line . \$300,000.00 from CITIBANK Exh. 16. And on his 2018 Form 6 page 3. On line 11 he got Discover Savings Account with \$111,432.71 and Discover Savings Account is CITI BANK is CITY GROUP Exh. 17, CITI GROUP is MORGAN STANLEY Exh. 18, and MORGAN STANLEY is US BANCORP, Exh.19, and US BANCORP is US
5. BANK Exh. 5. Which is a major Conflict of Interest. Who he has ruled in favor of Exh. 23. That is a Conflict of Interest against us so he must be Arrested and recuse himself and vacate his Order, Exh. 24.5. so De La O must be Arrested and overturned or Recuse HIMSELF and VACATE HIS ORDERS against us, Exh. 23.
6. **And we have Judge Veronica Diaz** who ruled against us 06/02/2020 Exh. 115 but says that WELLS FARGO BANK on her form 6 full and public Disclosure of Financial Interest

is a Bank she's doing business with, because she's doing business with J.P. Morgan and helping them to make money so that she can make money by Foreclosing and taking our property while acting as the Judge to take the property and motion on the Merits of the Case but for her and them to make money Illegally. Here's Proof: In her Form 6, from Tallahassee called

7. FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST Exh.24. Says
lines

1-

8. Judge Veronica Diaz is doing Business with Wells Fargo as an Asset of \$174,312.00 And WELLS FARGO BANK IS U.S. BANK, Exh.35 And 36. U.S. Bancorp which is J.P. Morgan. 1. Her ICMA 401K has an Asset of \$180,296.00. And her ICMA 401K is Wells Fargo, Exh.45,46,47,48,49 and 50. Her \$10,500.00 Audi car and her \$4,800.00 Audi Financial Asset is either Audi Fargo or Wachovia, which is why I am Subpoenaing her record Exh.58, 59. And 60. Wachovia is Audi, Exh.54 and Wachovia is Wells Fargo Exh. 51, 52, 53 and Wells Fargo is US Bank, US Bank is U.S. Bancorp which is J.P. Morgan Exh.36 and 46 Her Navient Student loan is Wells Fargo and Wells Fargo is US Bank, Exh.35 and 36. Navient is also JP Morgan, Exh. 61 and JP Morgan is Morgan Stanley, Exh.33 and 34. And Morgan Stanley is US Bank, Exh. 55 and 56. 1. On 11/19/19 Defendant Judge VERONICA DIAZ issued an order Exh.62. There was and is no hope to win against the MORTGAGE BANKSTERS when these JUDGES are their MONEY MAKING PARTNERS.

9. And we have Judge SAMANTHA RUIZ COHEN who ruled in favor of U.S. Bank in our Case 05/12/2021 also has the same Conflict of Interest, On her 2021 Form 6 FULL

AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST with Wells Fargo which is U.S. Bank. On line 3 she got \$162,130.00, line 4. \$32,695.84, line 5 \$896,316.65 Exh. 10, all with Wells Fargo and Wachovia owns Wells Fargo which is U.S. BANK, Exh. 11 and Exh. 4 And on the Form 6 for 2021 she got on line 2. For Voya Retirement \$221,156.57. and Voya Retirement US Bank, Exh.12. And 2021 Form 6 on line 6. BMW Financial got \$10,152.00, and BMW Financials is US Bank, Exh. 13. And on the Form 6 of 2022. She got with Wells Fargo on line 4. \$137,506.36, line 5. \$153,455.04, line 6. \$54,410.00, line 7. \$6,208.70, line 12. \$874,506.74 Exh. 14, All with Wells Fargo and Wachovia owns WELL FARGO which is U.S. BANK, Exh.11. And on her 2022 Form 6 she got Voya Retirement line 8. \$251,663.08. and Voya Retirement is US Bank, Exh. 12. And on her 2022 Form 6 on line 13 she got with BMW Financial \$4,512.00 and BMW The Financial is US Bank, Exh. 13. All adding up to \$2,804,727.01: Judge Samantha Ruiz Cohen is Doing Business with U.S. BANK, US BANCORP, WACHOVIA, WELLS FARGO, VOYA FINANCIAL AND BMW FINANCIAL WHICH IS ALL U.S. Bank which means U.S. Bank is Samantha Cohens whole way of making money other than her Judge's Salary this is Why she

10. has ruled in favor of US BANK Pursuant to Florida Stat. 112.131, Florida Rule 2.160 (H) and Federal Rules of Civil Procedure Rule 60, Plaintiff MAURICE SY-MONETTE hereby files this Motion for Relief & Recusal and supporting Memorandum regarding the 05/12/2021 Samantha Ruiz Cohen review of the record and Final Judgment Order, Exh. 15.

9. Next, we have Judge Vivianne Del Rio because she just did the last Order to do a Foreclosure sale on our property 06/21/2022. But must be arrested for an open obvious

Conflict of Interest to do Home Title Fraud. Because she's doing business with US Bank who's doing all the fraud to steal Homes and helping them to make money so that she can

10. make money by foreclosing and taking (stealing) our property while acting as the Judge on the Case on our Property, not on the Case's Merits but for to make her and them money Illegally. Here's Proof:

In her Form 6 Affidavit Oath from Tallahassee called **FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST** says:

1. Form 6 for 2019 on line 2., 0. She got \$750,215.00 with FRS which is Financed By the SBA. Exh. 1. Which is U.S. Bank, Exh. 2.
2. Exh. (0). On line 3 she got \$15,403.00 and on line 4 she got \$5,691. Doing business With AIG, which is J.P. Morgan, Exh. 6, 6A, 6B, 6C, 6D, 6E, 6F, JP Morgan which Is U.S. Bancorp, Exh. 4,19. And U.S. Bancorp is U.S. Bank Exh. 5 and 5B.
3. Exh. (0). And on line 4 she has \$44,000 with E-Trade which is Morgan Stanley Exh.3 and Morgan Stanley is J.P. Morgan, Exh. 87 and Exh. 118, 118A, 118B, 118C And 118 D Page 1 and Page 2. Which is U.S. Bancorp, (Exh.4,19). And U.S. Bancorp is U.S. Bank Exh. 5 and 5B. Which means U.S. Bank is JUDGE VIVIANNE DEL RIO according to her Form 6 Signed by her Affidavit of Financial interests whole way of wealth making money and who partners with her in almost all assets she owns other than her Judges salary is U.S. Bank. This is why she has ruled in favor of U.S. BANK to give a date to sale our house 06/21/2022, Exh. 120. Against the Rule of Law and without allowing us to talk and present our Motion to Rescue and Revert back to Original Order in the Zoom hearing 05/04/2022, see Exh. 7. (Video of Hearing gods2.com Video#1), and we know she heard us trying to speak because the Transcriber of the Transcript could hear us and could hear her and the Transcriber wrote in the Transcript what we were saying as the

Judge and U.S. Bank's Lawyer acted like they couldn't hear us, but the Transcriber was in a different location from the Judge and from us in the Zoom Hearing and he could hear the Judge and us and U.S. Bank's Attorneys. And the Judge could even hear the Transcriber that means the Judge could hear us. So the Judge deliberately ignored us to give the Sale Date as if we missed the hearing until we screamed out loud to listen to our Motion to Dismiss and Reconsider and revert this Case back to the Original Dismissal with Prejudice that was on the Docket, Exh. 8A and 8B. before U.S. Bank's Motion to Reset the Sale of our Property. See Exh. 8. But instead of listening to our Motion on the Record which was done because The Judge didn't want it heard on the record because it exposed them for quickly trying to take us out by Armed Eviction Sheriffs even though they're acting illegally. That's why Judge Vivianne Del Rio quickly referred us to her Assistant and would not hear our Motion. See Exh. 9 (Video on Gods2.com #2 Video – of her assistant talking to us), WHICH IS ALL DONE FOR U.S. BANK. Who has ruled in favor of US BANK. This is a Horrible Conflict of Interest. This Criminal Conspiracy Case all started with the horrible Judge VALERIE MANNO SCHURR by illegally inserting herself in this Case Here is The Proof that Judge VALERIE MANNO SCHURR started this and made MONEY to help them steal our property. Rule 1.540 (b) says (2) Newly discovered Evidence (3) Fraud and Misconduct (4) Judgement Order is void; (5) Take the case back to the Prior Judgement (Judge Zabel's last Judgement of Dismissal with Prejudice decree, order, of proceeding for the following reasons (2) Newly discovered evidence (we discovered her Form 6 Full and Public Disclosure of Financial Interest and the Partnerships and ownerships of the Banks involved to work the Conspiracy by giving Judge VALERIE MANNO SCHURR gifts of Monies to take the property from Homeowners which by due diligence could not have been discovered in time to move for a new trial of rehearing; because we just got the records from the State. (3) This shows Misconduct and

Fraud by showing that in 2008 on the Docket Mack Wells finally put in a Motion to Dismiss with Prejudice because Lawyers wouldn't follow the Judges Orders to bring in the Note Exh. (106) we also saw that Judge Zabel did a Dismissal with Prejudice in 2008 and three witnesses with Affidavits have sworn to have seen this and it was on the record with Judge Zabel's signature that typed up saying the Case is Dismissed with Prejudice 04/07/2009 as indicated on the Docket of which I now have the Red Stamp Certified Copy of the Docket, see Exh. (106) line number (10) and we now found Fraud and Misconduct using Horrible Conflict of Interest in violation of Fl. Rules 2.160 That in 2008 Judge VALERIE MANNO SCHURR received Millions of dollars to change a Judgement Order so therefore all of her Judgement Orders are Void because in 2010 on the Docket Judge VALERIE MANNO SCHURR whom we have never met did a Prior Judgement over again in the same year three months later did a Dismissal without Prejudice with our Document that we prepared for Judge ZABEL to sign and we watched her sign that Order of Dismissal with Prejudice, Exh. 80 and Exh. 109 Affidavits. By erasing Judge ZABEL'S signature and signing her own (VALERIE MANNO SCHURR) signature in place of Judge ZABEL's signature which is why the Clerk who's all in on the Conspiracy destroyed the Docket so as to hide the fact that there are two Judges Order's For Dismissal with the same fonts Prepared by Mack Wells with Judge VALERIE MANNO SCHURR's signed Judgement being last, to supersede Judge Zabel's Dismissal with Prejudice so that she could Dismiss it without Prejudice three months later which would get rid of Judge ZABLE's Order of Dismissal of the Case with Prejudice Exh. (80) as seen on the Docket line (11) this was done because the Law says that no Judge of the same Circuit Court can change the Order of the Judge in the same Circuit Court (Ford Motor Co. V, Calloway). So she made her own Order that did not Change Judge Zabel's Order exactly one year after Judge Zabel's same Dismissal with Prejudice hoping we would not check this, so

that she can then therefore change only her Order of Dismissal with Prejudice to Dismissal without Prejudice in an illegal Ex Parte Hearing so that she wouldn't appear to be Criminal. This was done to save Judge ZABEL, the Lawyers and U.S. Bank/GMAC BANK from being caught in the Conspiracy to steal the property concerning Judge Zabel doing a Judgement against Homeowners without an actual Complaint or Certified Copies of the Note, Allonge, Mortgage and Assignment or as Florida Statutes states: No Judgments can be rendered until after the Original Note, Allonge, Mortgage and Assignment and all other Docs on the record yet they did that while the Homeowners where making payments to Axiom Bank on time, Exh. 108. This is a Felony and a Conspiracy. Rule (1.540(b) that says that if The Judge Recused herself any Judgements or Orders that they put in are void? This was a Conspiracy to steal the Property and get out of trouble from Federal S.E.C Fraud and crimes against the Court and the property owner to hide the MERS Fraud of lying about selling Notes on the Market as proven by the Cusipone Expert's Affidavit showing that U.S. Bank National Association As Trustee never had any ownership of the Leroy Williams Mortgage because Axiom Bank sold the Note to Fidelity Strategic Fund which is on the Market until today, Exh. (89) and when you do the SEC Edgar search under US Bank National Association as Trustee there is no Axiom Note in their Pool of Notes Exh. (117). All OF JUDGE VALERIE MANNO SHURR'S DISMISSALS ARE VOID AND MUST REVERT TO THE ORIGINAL DISMISSAL WITH PREJUDICE AND SHE MUST BE ARRESTED. JUDGE VALERIE MANNO SCHURR admits to these crimes by Recusing herself from MAURICE SYMONETTE's Case who asked her to Recuse for Crimes of misconduct, Exh. 110. And Conflicts of Interest see Exh. (77). According to Rule 1.540 (b) (c) (d) (e) That the Judgement, or Order has a prior Judgement of Dismissal with Prejudice on the Docket of Case Number 07-12407-CA01 line (10 and 11) and that Judgement of Dismissal with Prejudice must be returned to Dismissal with

Prejudice and void and or strike the 2007- 12407-CA01 and 2010-61928-CA01 Case because Judge VALERIE MANNO SCHURR Recused herself because I brought this to her attention that she did this Crime and Scheme. This title must be cleared and also because she did not default them when it took them 6 months to answer my Lawsuit that must be Defaulted but wasn't Defaulted because Judge VALERIE MANNO SCHURR helped them because as stated in her form 6 Affidavit of FINANCIAL INTERESTS, Line 6. City National Bank gave her \$400,000 which is business partners with U.S. Bank, GMAC, Royal Bank of Canada, which is Wachovia and Wells Fargo, which is U.S. Bank are all Business Partners and one big happy Family this is a Horrible Conspiracy and Conflict of Interest to steal Property from helpless Black People with this Racism and Discrimination in the utmost. And then we have Judge Carlos Lopez who did his last Order to do a Foreclosure sale on our property on 09/01/2023 and also must be arrested for an Obvious Conflict of Interest in his Motin to Recuse Exh.523 Judge Carlos Lopez Financial Interests & Property Disclosures and taking (stealing) our property while acting as the Judge on the case on our property, not on case's Merits but for to make him and them money Illegally. Here's proof: In his Form 6, from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL, form 6 for 2021 it Says on line 4. of page 3. that he got two million seventy seven nine hundred and forty nine dollars (\$2,077,949.00) CASH with Iberia Bank, Exh. D. Which is First Horizon Bank, Exh.E and First Horizon Bank is Suntrust Bank Exh. F, which is US. Bancorp/ US. Bank, Exh. H. and Exh.H2 On line 9 of his Form 6. Exh. D. Lopez got \$650,000.00 from Regions Bank who's doing business with Wells Fargo Exh. Z9. Which is US Bank Exh.H2 Also Regions Bank can be traced to US. Bank because Regions is JP Morgan, Exh. Z10. And JP Morgan is BlackRock, Exh. Z11. And BlackRock is US. Bancorp/ US. Bank, Exh. Z12. He also got \$1.8 Million with BBC REALTY Holdings who is partners with Trexstay exh. Z13

who are the ones that came back to our house offered us \$2Million for the house And said were going to get the house anyways Judge Carlos is our Partner and he's the Judge Foreclosing you! So Trexstay buys the Foreclosed homes that

4. their partner Judge Carlos Forecloses especially now because Governor Ron Desantis Just passed a law to Build properties 15 stories high on the lake so Judge Carlos is Foreclosing an Buying to make a profit off your Homelessness like they did a Crip-pled Black Man & a Vet and a Vets Homestead Home./[And Judge Carlos Lopez shower his Racist Biasedness against us BLACKS by allowing a hearing to go on while the Defendant was very Sick an Incapacitated and couldn't hear or talk he wanted a day or two to get a Lawyer to represent him now because he normally goes PRO SE. but this is so horribly Racist that to steal our property he gave a sale date very quickly as if we were wasting the time when a Docket from 2007 until now shows that they were the ones wasting time, Z13 and Z14 of the 2007-12407-CA01 to avoid showing that they don't have a legal Allonge they have never in the full 16 years of this Case brought in proof that they own the Note legally and even Judge Rodriguez says this Case has legs and would'nt allow them to dismiss my Case for Quiet title seeDocket 2021-10826-CA01. Oh but I'm coming after you on T.V., Radio and News Paper you will be destroyed to keep you from just stealing from us and stop us from defending ourselves as seen on the Transcript and on the Video WITH THATJUDGE CARLOS LOPEZ TELLING US that he was going to give us a Hearing date before the stinking Foreclosure Sale to just give our house away to these evil Cannibal Werewolf Attorneys I am ELAM the last Judge Vivian Del Rio after seeingour motion to Recuse Herself for Money Conflicts of Interests first said she would give us a hearing to Dismiss US Bank's Fake Foreclosure before the Sale Date would be

placed on our home see Transcript page 5-7, Exh. Z6. And then she Recused herself, Exh.S. and closed the Case a day later after seeing that Judge Valerie Manno Schurr the judge who started this whole fake Case also Recused herself for money Conflicts of Interest. Exh. R. and now another Conflict of interest Judge Carlos Lopez is being used by these Low Life Thieving Lawyers to have the Nerve to just outright illegally take our Home that we were not late on payments on, they don't have a Legal Allonge on and they got the wrong Bank's Assignment to the Mortgage this is unbelievable! You Stinking Lying Lawyers are all going to Jail I Promise you that! Clerk of Courts Harvey Ruvlin is also helping the Steal of Property In his Form 6, from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL, form 6 for 2010 it Says on line 7 from the bottom that he got \$315,000.00 with Wells Fargo Bank, Exh. H1. Which is US Bank Exh. H2. And on administrative Judge Bailey's Form 6, from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL, form 6 for 2018 it says on line 8 from the bottom she got \$222,000 also from Wells Fargo Exh.H3 which is US Bank Exh.H2 Who has ruled in favor of US BANK. This is a Horrible Conflict of Interest against us and there's more.

JUDGES WITH A CONFLICT OF INTEREST FROM DEUTSCHE BANK

Judge Thomas Rebull 10/30/2019-----Made \$656,000.21 from Deutsche Bank

Judge Marcia Cooke 1/17/2020-----Made \$15,000 from Deutsche Bank

Judge Monica Gordo 8/31/17-----Made 1,035,472.00 from Deutsche Bank

Judge Valerie Schurr between 2008-2010-----Made over \$11 Million from US Bank

On 15020 S. River Dr. Miami Fl. 33167 and 1977 Ne 119th Rd. Miami Fl. 33181 EXH.

A

1. All the Judges on this Case were being Paid and were benefitting from the Foreclosing

Bank this is very Serious CONFLICTS OF INTEREST. WE never stood a chance from the

2. top down the deck was stacked against here's proof of each of the four Judge's CONFLICTS OF INTEREST even the Administrative Judge JENNIFER BAILEY who when Judge Thomas Williams Recused himself from this Case sighting CONFLICTS OF INTEREST this Administrative Judge who also has the same CONFLICTS OF INTEREST.

3. appointed Judge Allen Fine who also has the same CONFLICTS OF INTEREST, in this Case, Exh.(1.3) Judge MONICA GORDO who did the Order to Dismiss our Motions to Dismiss even showing her that we were on time with our payments six Months after Foreclosure Suit was filled on us without Notice to us and that DEUTSCHE did not own the Note and Mortgage and had filed the Suit before the Assignment in violation of Mclean V. JPMorgan "saying you can't foreclose before you Own the Note". But guess what this Judge also has the same CONFLICTS OF INTEREST, in this Case, Exh.(1.4) Judge MARCIA COOKE must Recuse herself for an open obvious CONFLICT OF INTEREST because she's doing business with DEUTSCHE BANK N.A. TRUST CO. and helping them to make money so that she can make money by Foreclosing and taking (stealing) our

property while acting as the Judge on the Case on our property, not on Case's Merits but to make her and them money Illegally. Head of Miami Dade County Clerk of Courts, Records and Dockets has a Conflict of Interest on his 2011 Form 6 From Wells Fargo in the Amount of \$315,000.00, which is US Bank Harvey Exh179. . Judge Marcia Cooke must Recuse herself for an open obvious Conflict of Interest because she's doing business with DEUTSCHE BANK N.A. TRUST CO. and helping them to make money so that she can make money by foreclosing and taking

4. Judge Friedman Dismissed our QUALIFIED WRITTEN REQUEST (QWR) Motion to Dismiss this Illegal case even after Judge Friedman Ordered Deutsche Bank to bring in the Mortgage and Note of which they never did and yet he Ordered in their favor Judge Friedman has the same CONFLICTS OF INTEREST, in this case, Exh.180.

Rebeca Sosa has a Conflict of Interest on lines 4 and 5 of page 3 of her 2021 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST from InterAmerican bank which is Citi Bank \$2,695.74 on line 4 and \$1,510.11 on line 5. City Bank is City group which is Morgan Stanley. Who is U.S. Bank Javier D Souto has a Conflict of Interest on line 7 of his 2020 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST \$20,000 from Ford which is General Motors which is Deutsche Bank. 131 Federal judges just got caught with Conflicts of Interest and went to Jail. NOW I'M REPORTING JUDGE SCHURR TO THE ADMINISTRATIVE JUDGE BAILEY WHO APPOINTS JUDGES TO CASES, GOVERNOR DE SANTIS, THE JQC, THE BAR, THE US DOJ, THE FBI, THE FLORIDA STATE ATTORNEY

6. Judge Mindy A. Mora Dismissed our Bankruptcy Case even after we proved that U.S. Bank had no Allonge, Mortgage, Assignment that was Valid to present to the Court to prove that they had any ownership of the Note. In our Motion to Recuse her Exh.524 In

Judge Mindy Mora's Financial Disclosure Report in 2020 she got \$100,000.00 from Citi Bank Exh. (D) on page 4 line 3 who's doing business with Citigroup Exh(E1) which is Royal Bank of Canada Exh.(E2) who is doing business with TD Bank, which is Wells Fargo Exh. (F) and Wells Fargo is U.S. Bancorp which is U.S. Bank Exh.(G).

5TH CAUSE OF ACTION: VIOLATION OF THE 14TH AMENDMENT AND THE CIVIL RIGHTS ACT OF 1964 THAT PROHIBITS DISCRIMINATION AND DEPREVIATION OF RIGHTS UNDER COLOR OF LAW! TITLE 18 U.S.C. SECTION 242

AS TO U.S. BANK.

After judges fail to steal homes for banks, banks have paid Commissioner Rene Garcia to help them! Commissioner Rene Garcia Sponsored Racist Legislation called Building and Unsafe Structure Legislation #220166" discriminately to help the Bankster's Steal Black People's Home like me. And like the Discriminating Racist he is they only Black used that legislation on Black (me)! On Easter April 17th, 2022 Dade County Compliance came into my property without a Search Warrant or the required Brake Order from the County Manager and kicked in the bedroom doors with the police pointing guns had us kicked out the house at gun point and told us they were Seizing the house because it was an unsafe structure and turned off all power to the Property with a sick elderly person in the house in violation of Fl. Stat. 366.15 (1) (2) under this

Practicing racist discrimination with his Legislation to make it legal to steal homes from us Minorities while getting paid by U.S. Bank another illegal Conflict of Interest which is evil and outrageous!!! **Because in Commissioner Garcia's 2012**, Exh. 121. Until today Form 6 Affidavits Oath from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL it shows on Part C. Liabilities section lines 6 that he got \$120,000.00 and on line 8 he got \$11,000.00 from Ally which is GMAC, Exh. 120. Which is the Servicer and Owner of U.S. Bank and HOMECOMINGS, Exh. (100). And GMAC is the owner of HOMECOMINGS, Exh. 111. And in Commissioner Garcia's 2021 Form 6 Affidavit Oath from Tallahassee Called FULL AND PUBLIC DISCLOSURE OF FINANCIAL it shows on line 3 that Garcia got \$40,000.00 from Chase Bank which is U.S. Bancorp, Exh. 19. And U.S. Bancorp is U.S. Bank, Exh. 5. **And in Commissioner Garcia's 2021 Form 6 Affidavits Oath** from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST it shows on line 5. That Garcia got \$23,000.00 from Navient Bank which is JP Morgan Chase Bank, Exh. 61 and 61B. And JP Morgan us U.S. Bancorp, Exh.4, 19. And U.S. Bancorp is U.S. Bank, Exh. 5 and 5B and Exh. 71 and 78. **And in Commissioner Garcia 's 2021 Form 6 Affidavits Oath** from Tallahassee called FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST it shows on line 6 that Garcia got \$118,000.00 from First Bank which is U.S. Bancorp, Exh. 122 and U.S. Bancorp us U.S. Bank, Exh. 5. All these CONFLICTS OF INTEREST and all the money he's making is from the same GMAC-U.S. Bank who tried to Foreclose on us under Mack Wells, Exh. 111, 112 and 113. But failed and after failing to Foreclose U.S. Bank's Conspirator Money Partner Commissioner

6th CAUSE OF ACTION BANKRUPTCY VIOLATION WHAT

THE CLERKS DID: INTERFERING WITH FILING

BANKRUPTCY AS TO U.S. BANK, AND GMAC

There was interference at the Court house when we were trying to file our Bankruptcy, we were told that at the Stephen P. Clark building on the 12th floor we were in the wrong building to bring Bankruptcy papers in to stop the Sale on any house however there was a Woman standing right beside us who was Filing her Bankruptcy papers and not only this there were actual signs in the room where we were at that said File your Bankruptcy here. Also took my 2million yacht while in Bankruptcy. Exh. (507) and see gods2.com vid. #40.

Rene Garcia. Sponsored a new Legislation called "building and unsafe structure Legislation #220166" To use Code Compliance Officers and Police Officers to illegally search and SEIZE the Whole Property without a Warrant or a Brake Order or the Legislative Item File Number 220166 for Unsafe Structures Required Recertification Notice to Owner for Inspection the Code Compliance Officers and then after illegally Search and SEIZING the Whole Property the Police gave a Fake Warrant that shows no time that the Warrant was issued, no Judge's name, no Case Number, no Doc Stamp, no Certified Stamp and on that Fake Warrant it never Mentioned that Code Compliance could Search and or Seize they just came in the House and Property and announced they have Seized our House for Unsafe Structure. But until this day we have gone to their Office almost every day to check and they don't have an Inspection Report yet, all under this new Unsafe Structure Legislation by Commissioner Garcia who has got this great Conflict of Interest to help U.S. Bank take our house under Color of Law in Violation of their own Code Ordinance Legislative Item File Number 220166 for Unsafe Structures Required Recertification Notice

to Owner for Inspection (F) (2) (D) from Dade County! The plaintiff have not provided a "bill of particulars". The purpose of a bill of particulars is to "minimize surprise at trial," according to the U.S. 11th Circuit Court of Appeals, which oversees federal criminal trials here in Florida. This process also ensures the government does not try to retry the defendant later for the same basic offense. The Plaintiff has not provided a "motion for more definite statement" which is the modern equivalent of a bill of particulars. The plaintiff has not bonded the case. (form 274 and form 275 for state cases) performance BOND and indemnity BOND. The plaintiff HAS caused and exceeded three (3) injuries against the defendant. The defendant was informed that the signing of certain documents would lead to the allotment of financial resources for acquiring the property under question. The plaintiff has failed to remit Federal Taxes as per the requisite regulations. The original note (Loan Application) .Plaintiff (BANK) opened an unauthorized account in the name of the defendant(s) for the full amount of said property without defendants knowledge and funded an unauthorized account in the plaintiff's name. Which is fraud. Plaintiff Bank sold original note (Loan Application) which is what paid for said property in full via FED-WIRE. Yet the defendant (Buyer) was not given any consideration. The buyer takes on the role of creditor when they make the payment for their home using a promissory original note, in this case being the LOAN APPLICATION. This is to ensure that the seller receives payment IN FULL. Such knowledge was never disclosed to the (DEFENDANT) buyer. More proof of this evidence and treason is the fact that banks can NOT lead money, only congress can write letters of marque and letters of credit. Official representatives of said banks including the perpetrators involved now risk being named in this TAX matter. Upon notification, the Internal Revenue Service will wish to

determine the whereabouts of the principal funds from the initial loan agreement (LOAD APPLICATION) that have been held back (SPENT) and not reported.

7th CAUSE OF ACTION TURNING OF ELECTRICAL POWER TO
A DISABLED PERSON IN NEED OF OXYGEN IN VIOLATION
OF FL. STAT. 366.15 (1) (2) AS TO U.S. BANK AND GMAC,

April, 22nd 2023 Florida Power and Light (fpl) was ordered by rene garcia's new legislation of unsafe structures #220166 to turn off the power to the house because they were going to demolish it in violation of fl. stat. 366.15 (1) (2) which says you cannot turn off the power to a house to a disabled person who needs oxygen yet they did it anyway and almost killed mack wells who had to go to the hospital because he could not breathe see gods2.com vid. h.

8th CAUSE OF ACTION: THE CONSPIRING LAWYERS: NEVER
BROUGHT IN NOTE, ALLONGE, MORTGAGE OR ASSIGNMENT
BECAUSE THEY DON'T HAVE IT, IN VIOLATION OF FL.
STAT. 702.015 AS TO U.S. BANK AND GMAC

Judge ZABEL PANICKED and Ordered US Bank's Attorneys to bring in the Original Notes and Mortgage and ZABEL Cancelled the Foreclosure Sale SCHEDULED FOR 9/12/2007 until they brought in the Original Note and Mortgage. But after the JUDGE (ZABEL) Cancelled the Foreclosure Sale set for 9/12/2007 somehow those tricky Lawyers got the Clerk to do the Sale anyway against Judge ZABEL'S Order so we had to rush back to the Court to get an Emergency hearing to tell Judge ZABEL that the LAWYERS and the Clerk did the SALE anyway against her Order and the Judge was very upset and ordered the Attorneys For US BANK NA to do a Motion to Cancel the sale. And then the Judge ZABEL Ordered and Demanded that they bring in the Original Note and Mortgage because now Judge ZABEL was now in the Position to get in Trouble for doing a Final Judgement without Certified Copies of the Note and Mortgage and without the Original Note and Mortgage that is Required by Florida Statute 702.015 (4), in other words these Clowns were just Illegally going to take our property but got Caught! Judge ZABEL Ordered the Atty's to go get the Docs. That they said they had, then Judge ZABEL took a Court Recess and during the break from the Courtroom US Bank Lawyers Refused to go back into the Courtroom this upset the Judge but Judge ZABEL gave them time to bring in the Note and the Mortgage but they would not do so therefore we put in a Motion to Dismiss with Prejudice we went back and forth with the Judge and the Banks Attorneys but they would not follow the Judge SARAH I. ZABEL's Order to bring in the Note and Order and therefore judge ZABEL Dismissed the Case with Prejudice, Exh.80. – the tenth line of the 2007 Called Case Number 2007-12407CA01 of the Docket. And then Judge ZABEL said that it would show on the Docket in a few days which was 04/07/2007. Of that same Docket!!

9TH CAUSE OF ACTION JUDGES AND OFFICIAL'S CON-
FLICTS OF INTEREST IN VIOLATION OF FEDERAL
RULE OF CIVIL PROC RULE 60, FLORIDA RULE 2.160 (A)
(D) (H) (1) (4), FL. CODE JUD. CONDUCT CANON 3E(1) FL.

STAT. 112.312 (8)

HEAD CLERK Harvey Ruvin also was unjust for taking our Documents off the Docket, but leaving the Banks documents and Motions on to make it look like they have standing and Evidence of ownership when they absolutely have nothing at all and can never come up with Note because they outright just don't have it. Along with that Harvey Ruvin allowed Documents that have blacked out Signatures to be Filed and Recorded into the Docket and Records Department Completely Illegal! Florida Rule 2.160 (H) says A Judge must vacate her orders for Conflict of Interest LIKE THE ORDERS JUDGE VALERIE MANNO SCHURR DID IN THE ILLEGAL EXPARTE HEARING 06/25/2010 WHERE SHE CHANGED THE ORDER OF DISMISSAL WITH PREJUDICE TO DISMISSAL WITHOUT PREJUDICE AND MUST RETURN THAT BACK TO DISMISSED WITH PREJUDICE TO DISMISSAL WITHOUT PREJUDICE AND MUST RETURN THAT BACK TO DISMISSED WITH PREJUDICE AND ALL HER OTHER ORDERS SHE DID IN THE NEW CASE 2022, WHICH SHE ADMITTED WHEN SHE RECUSED HERSELF FOR CRIMINAL CONFLICT OF INTEREST. Theodore R. Bundy V. Judge

John A. Rudd Fl. Rule 2.160 (D) (1). Fl. Code Jud. Conduct Canon 3E(1) A Judge shall disqualify herself where impartiality might reasonably be questioned Rule 2.160 (D) (1) and grounds to disqualify is a party fears that the Judge is Biased, Fl. Statue 112.312 (8) and Judge can't have a conflict of Interest! Fla. Stat. 112.312 (8)(9). Rule 2.160(H) and FRCP Rule 60, relief from Judgement or Order and to Vacate Order There is to be no conflict of Interest with the Judge Mistake, inadvertence, surprise, or excusable neglect;

(1) Newly discovered evidence that, with reasonable diligence, could have been discovered in time to move for a new trial under Rule 59(b): And the Plaintiff against DEFENDANTS. LIKE Fraud whether previously called intrinsic or extrinsic, misrepresentation or misconduct by Opposing party. A judge is expected to Recuse themselves according to Fla. Code of Jud. Conduct, Canon 3E (1), Fla. Rule 2.160(A) (H), Fla Statute 112.312 (8) and pursuant to 2.160 (H) Recusal is mandatory in "any proceeding in which Judges impartiality might reasonably be questioned" Under Fla. Code Jud. Conduct, Canon 3E (1) and § 455(b), a judge is expected to disqualify herself whenever any of the five statutorily prescribed criteria can be shown to exist in fact; even if no motion or Affidavit seeking such relief has been filed, and regardless of whether a reasonable person would

(2) question the judge's impartiality. Fla. Code Jud. Conduct, Canon 3E (1), Fla. Rule 2.160 (A) (H), Fla. Statute 112.312 (8) and Section 455(b) he shall also disqualify himself in the following Circumstances Pursuant to Fla. Code Jud. Conduct, Canon 3E(1), Fla. Rule 2.160 (A) (H),

(3) He knows that he, individually or as a fiduciary, or his spouse or minor child residing in his

(4)(d)(4) "financial interest" means ownership of a legal or equitable interest, however small proceeding, or any other interest that could be substantially affected by the outcome of the proceedings Statute 112.312 (8) and Federal Rules of Civil Procedure Rule 60,

10th CAUSE OF ACTION CIVIL CONSPIRACY ABUSE OF LEGAL

PROCESS/RICO CONSPIRACY AS TO LANCASTER, MERS

AND DEUTSCHE BANK

AS TO LANCASTER, MERS, DEUTSCHE BANK, U.S. BANK, THE SEC, DADE ATTORNEYS TITLE INSURANCE FUND, COUNTY CLERK OF THE COURTS, DADE COUNTY RECORDS DEPARTMENT, DADE COUNTY EVICTION SHERIFFS, NORTH MIAMI POLICE DEPARTMENT, COMMISSIONER RENE GARCIA, THE CITY OF NORTH MIAMI, BLANK ROME ATTORNEYS LLP, ATTORNEY DANIEL HURTZE, DADE COUNTY JUDGE ALLEN FINE, JUDGE RUDOLFO RUIZ, JUDGE MONICA GORDO, MARCIA COOKE, VALERIE MANNO SCHURR, VERONICA DIAZ, VIVIANNE DEL RIO, JOHN SCHLESINGER, JOSE RODRIGUEZ, RE EMBERTO

**DIAZ, SAMANTHA RUIZ, JOSE PEPE, SALLY A. HEY-
MAN, EILEEN HIGGINS, REBECA SOSA, SEN. JAVIER
D. SOUTO**

Plaintiff realleges and avers paragraphs as if fully set forth herein and further states: This is an action for injunctive and declaratory relief and for damages based upon these Defendants abuse of the legal process in connection with the foreclosure lawsuits. From the filing of the 2007 action to present, LANCASTER MERS, and DEUTSCHE BANK as successor, did not have sufficient documentation to establish it is the proper party to bring this action and the documentation upon which it relied on for standing was improperly manufactured by Defendants, individually or jointly. These Defendants created and/or used false documents in an effort to obtain a foreclosure final judgment against the homeowner. These documents include the aforementioned, Judgements, AOMS, Affidavit of Indebtedness, fake Mortgages, Prepayment Riders, Promissory Notes, Fake Warranty Deeds, Fake Witnesses Trusts, fake Complaints, Motions, Fake Notary, Illegal Evictions, Clerks Destroying Records, Burning the Original Notes, Sinking/Stealing my Yachts, Stealing Gun, Stealing Property, Fake Arrests, Clerks Selling Our House while we are in Bankruptcy and Fake Illegal Foreclosure Sales. How they did this was easy everybody was against us and on the Conspiracy Rico Team from all the Judges on this House down. The Judges are all in Conspiracy with the Bank, The Dade County Police Dept., Dade County Commissioner who are all involved with the properties 15020 S. River Dr. Miami FL. 33167 Exh. 174. 1. All the Judges on

this Case were being Paid and were benefitting from the Foreclosing Bank this is very Serious CONFLICTS OF INTEREST. We never stood a chance from the top down the deck was stacked against here's proof of each of the four Judge's CONFLICTS OF INTEREST even the Administrative Judge Jennifer Baily who when JUDGE Thomas Williams Recused himself from this case sighting CONFLICTS OF INTEREST this Administrative Judge who also has the same CONFLICTS OF INTEREST appointed Judge Allen Fine who also has the same CONFLICTS OF INTEREST, in this case, Exh. 175.

11th CAUSE WRONGFUL FORECLOSURE

THERE IS ABSOLUTELY NO LANCASTER NOTE AT ALL
AND NO WARRENTY DEED

A.) Because Leroy Williams did not go to the Closing and did not sign the Notes to LANCASTER BANK, so then the Note was never Assigned to MERS, Exh.206.

B.) Assignment must be recorded within 30 days F.S. 494.0075 3. (3) our Assignment WAS RECORDED 1 YEAR AND 5 MONTHS AFTER THE SALE/CLOSING, The Assignment conveyed, sold and signed 10/20/05 Recorded 03/21/27, Exh.207. C.) Because MERS never got a Legal Assignment from Lancaster Bank because there was no Leroy William's Mortgage Note that existed. So MERS did not Assign the Mortgage Note to Deutsche Bank. Which shows that this EVICTION is ILLEGAL THEFT OF THIS PROPERTY, we actually have no rights to own property. here's more proof. D.) If Mortgage

Note is not recorded by 1 year the Mortgage Note is void. This Note was never signed and never Recorded with Leroy Williams signature from 10/20/05 until today so Mortgage Note is void . And in violation of F.S. 695.01. and see: **Exh. 208**. E.) The Mortgage Note has a space in the right corner of Mortgage Note for the preparer of the Note where the name and post-office address of the natural person who prepared the instrument or under whose supervision it was prepared are legibly printed, typewritten, or stamped upon such instrument; this Note is void. And in violation of F.S. 695.26 (1) (b).F.) And then the Note was Conveyed illegally by Lancaster Bank to Mortgage Electronic Registration Systems (MERS) with no thirty day or any notice As required by Florida which renders Note unenforceable and void. F.S. 701.02(1)(2)(3). Notice requirement - The borrower must be giving 15-30 days notice before note is sold or assigned to another entity. (**RESPA Law 12 U.S. CODE § 2605**) the Mortgage Note signed 10/20/05 and the Assignment was on the same day of Sale without required Notice also in the original fraudulent mortgage note **PAGE 11 number 20** states that the sale of note or change of services the borrow must be given notice according to RESPA law which is 15 to 30 days. But the fraudulent Assignment was signed Oct. 20th 2005, **Exh.207**. the same day as the fraudulent closing, written on the front page of the Mortgage Note, **Exh. 208**. which makes this Assignment void .F.S. 701.02(1)(2)(3) Assignments must be recorded with in 30 days according to Florida STATUTE 494.0075. 3(2) (3). This Assignment was recorded two years after sale was illegally signed, **Exh. 207**. this Assignment is totally void.) If Assignment is not recorded by 1 year the Assignment is void according to Florida Statute 695.01. The Assignment was signed and notarized Oct. 20th, 2005, but was recorded May 21st 2007, one year and 5 months later. **Exh. 207**. But the Judges let BLANK ROME Attorneys use this Void Assignment to Foreclose because they were all colluding (Mclean v. JPMorgan) says you can't foreclose before you own the Note! The Assignment from MERS to Deutsche Bank is Void because

assignment was made after foreclosure started 06/20/07, Exh. 213. and the MERS Assignment to Deutsche Bank was 08/22/07, Exh. 213. and (Mclean v. JPMorgan). But the Judges let BLANK ROME Attorneys use this Void Assignment to Foreclose because they were all colluding.

12th CAUSE ILLEGAL FAKE NOTARY PUBLIC VOIDS
OWNERSHIP ON MORTGAGE NOTE RICO VIOLATION
WITH VIOLATIONS OF FL. STAT. 775.082.775.083 OR FL.

STAT. 715.84

The Notary on the Mortgage Note is a VOID. The Notary stamp must contain commission or ID number, to identify the person if needed to verify or in court, (Our Mortgage Note for 1977 address has no commission or ID number that's at all Legible to hide their thievery see page 15 of the MORTGAGE Note of Record. in violation of F.S. 117.05 (3)(A) and F.S. 695.26 (1). This Mortgage Note does not have proof of identity of signer as required in violation of F.S. 117.05 #(5) and (5)(a) see Exh. 208. page 2. at middle of the paper. The Notaries name must be printed under their signature, on 1977 Mortgage Note there is no printed name under the Notary Public signature in violation of the fake Assignment to MERS. Is void of see Exh. 208. Page 2. F.S. 695.26 (1) (D) (E). New Jersey notary. stamp rules is the same as Florida rules, the New Jersey notary of 2005 looks totally different from the Fraudulent one on our Mortgage note, Exh. 217. . The State of New Jersey

Notary stamp on our mortgage assignment is a COMELETLY MADE UP FRAUD! Exh. 219. page 2. and is a punishable felony, FL. STAT. 775. .775.082 083 or S.715.84. Fake Notary done by Conspirator Partner REBECCA GONZALEZ ILLEGAL FAKE NOTARY PUBLIC VOIDS OWNERSHIP ON MORTGAGE ASSIGNMENT Must have at least one witness. There is no with witness on our Mortgage Assignment in violation of, F.S. 117.05 (b) 1.a.b.c.d.e. see Exh. 208. page 2. the Assignment is void. The Notary on the Assignment is a fake. The Notary (1) stamp must contain commission or ID number, to identify the person if needed to verify or in court, (Our Mortgage Note for 1977 address has no commission or ID number to hide their thievery in violation of F.S. 117.05 (3)(A) and F.S. 695.26 (1). see Exh.221. PAGE 2. The name of each person who executed such instrument is legibly printed, type written, or stamped upon such instrument immediately beneath the signature of such person and the post- office address of each such person is legibly printed, typewritten, or stamped upon such instrument in violation of F.S. 695.01 (1) AND F.S. 695.26 (1) (a) and F.S. 494. 0075 (5) and F.S. 701.02(1)(2)(3) Exh.222.

**13th CAUSE OF ACTION WRONGFUL FORECLOSUREBE-
CAUSE WE WERE NEVER BEHIND ON PAYMENTS IN**

VIOLATION OF R.I.C.O. RACKETEERING

We were making payments to EMC Mortgage see: **Exh.223 - 224**, what was the Alexander Morera Mortgage Note because the buyer Leroy Williams from seller Alexander Morera closing did not happen and then EMC Mortgage Transferred the Note to Indy Mac Bank,

Exh.225. We made payments to Indy Mac Bank **Exh. 226 - 227.** We were making those payments far after Deutsche Bank filed the no.Due Process of Services Notice Foreclosure h up until they got the Default Judgement against us we paid EMC, **Exh. 228 - 229** then the new bank Deutsche bank some how stop taking our on time Payments And refused to take payments from us after they secretly got a j. And now this new Bank who have harassed us, helped sink my boat in my back yard, **Gods2.com #10 A.** and broke into my house and stole from us, see police report **Exh.230.** And now this Fraudulent Deutsche Bank is now Evicting us from the house **Exh.231.** with the help of the Clerk of the Courts. See video of Clerks have allowed unsigned Notes like ours to be illegally recorded and then banks foreclose on u with no Note even if you are paying on time with the help of the judge who without seeing the Note that is Completely FRAUDULENT Blacked out signatures from the Dade County Records Dept. WOW Gods2.com at the top of the web site # **AA. and AB.. They must be stopped!!!!** this EVICTIONIS ILLEGAL AND I JUST TO THE FTC TO PRESIDENT TRUMP'S NEW BANK FRAUD TASK FORCE!!! HISTORY OF THIS FRAUD AND HOW THEY DID IT! The property was quit claimed by owner Alexander Morera over to Tanna Carter, James Buckman and to himself (ALEXANDER MORERA) 10/01/04, **Exh.2 32** . We had a lease with an option to buy for 14,000.00 a month, **Exh.233.** All. before Lancaster Bank Fraudulently Recorded an unsigned blacked out Mortgage Note **Exh. 234.** And before the so called sale to Leroy Williams, and Alexander Morera, Tanna Carter and James Littlejohn quit claimed it over to James Littlejohn and Leroy Williams 12/06/04, **Exh.235.** Then Leroy Williams quit claimed it solely to James Littlejohn 07/08/06, **Exh.236.** James Littlejohn then Quit claimed it back to himself, Robert Clark and Leroy Williams on 02/05/2008, **Exh.237.** And James Littlejohn, Robert Clark and Leroy Williams quit claimed it to James Littlejohn, **Exh. 238.** lastly James Littlejohn quit it to Maurice Symonette, James Littlejohn and

Micahiel Nicholson 01/01/07, . **Exh.239**. There was supposed to be a Sale Closing on the house but Leroy Williams did not show up and Alexander Morera did not show up because he quit Claimed the property before the so called closing date and could not be found. After arguing. Alexander Morera and Leroy Williams did not sign the Notes and the closing Docs, but somehow the title company or some one kept the money. The Proof of this is Attorney Title Insurance Fund (**ATIF**) sued Flamingo Title Services Inc. who was supposed to do the closing on the house. **ATIF** Accused them of keeping the money from the closing that did not happen with Leroy Williams, **Exh 240 - 246**. WHICH WAS SOMEHOW RESOLVED between Flamingo Title and Title Insurance Company, see **Exh. 240. & 241**. On the same day of Oct. 20, 2005, and a letter had came to tell us that they would not be accepting payments from us to our former bank and that it would be going to Indy Mac Bank and we were making the payments to Indy Mac and then three months later Deutsche Bank filed a foreclosure against us that we didn't know they had filed which is no Due Process and then suddenly Deutsche Bank sent a payment money back to us and then told us that they would not be accepting payments from us anymore because they were foreclosing on us but we were paying EMC and Indy Mac Bank and we replied to them to prove their dept. **Exh.247**. We had no idea who Deutsche Bank was and that they were foreclosing on us, we found out Deutsche bank was assigned the note by MERS **Exh.248**. and without Noticing the buyer as required by RESPA 12 U.S. CODE § 2605 and According to F.S. 701.02(1)(2)(3) and also in the original fraudulent mortgage note **PAGE 11 number 20 which** states that the sale of the note or change of servicer the borrow must be given notice according to RESPA law 15 to 30 days Florida Statute MERS got the Note from Lancaster bank but Lancaster never had a closing with Leroy Williams. Notice requirement - The borrower must be giving 15-30 days notice before note is sold or assigned to another entity. (RESPA Law 12 U.S. CODE § 2605), F.S 701.02 (1) and

also in the original fraudulent mortgage note **PAGE 11 number 20** states that the sale of note or change of services the borrow must be given notice according to RESPA law which is 15 to 30 days. But the fraudulent Assignment was signed Oct. 20th 2005, **Exh.249**. the same day as the fraudulent closing, written on the front page of the Mortgage Assignment, **Exh.250**. which makes this Assignment void. (1) No instrument by which the title to real property or any interest therein conveyed, assigned, encumbered, or otherwise disposed of shall be recorded by the clerk of the clerk unless THIS MORTGAGE NOTE IS FRAUD because in #20 OF The mortgage Note it says in accordance with RESPA Disclosure after settlement law they must give buyer 15 days before selling the Note. But they're saying they sold assigned Note the same day as settlement which voids out Assignment F.S. 701.02(1)(2)(3). THE MORTGAGE NOTE HAS NO SIGNATURES WHICH IS ALSO DADE COUNTY RECORDS CLERK FRAUD AND DADE COUNTY DOCKET CLERK FRAUD. F.S. 701.04 YOU MUST RECORD ASSIGNMENT WITH 60 DAYS, our Assignment was signed Oct. 20, 2005 but recorded 03/21/07 = Void their is no address or Legal description on the Note. Wherefore Plaintiff seeks relief as accorded by the applicable Statute, including, but not limited to: Statutory Compensatory damages for each separate **violation** according to proof; Exemplary damages for each separate violation based on the net worth of the Defendants on their own behalf, and on behalf of the co-defendants; Declaratory relief, including permanent injunctive relief, prohibiting these defendants, or any of their agents or assigns, from any further breaches of the statute; Reasonable attorney's fees and court costs according to proof, Such other and further relief as the court deems just and proper. Pursuant to §768.72 (2002), SLA. STAT., Plaintiff reserves the right to amend this complaint to add a prayer for punitive damages upon a showing by evidence in the record providing a basis for recovery of such damages.

14th CAUSE OF ACTION VIOLATION OF FL. STAT. 823.11 AND
705.101.6 AND NORTH MIAMI ORDINANCE 10-19 CITY
NORTH MIAMI BY ORDER OF US BANK TOOK MY \$2 MIL-
LION YACHT GODS2.COM. VID. 40 VIOLATION OF THE 1964
DISCRIMINATION ACT AND FL STATUTE 775-085. HATE

CRIME LAW

The City of North Miami Violated the 1964 Discrimination Act by violating Mr. Symonette's constitutional rights in the form of threats, intimidation and coercion from John Quirino of Quirino Construction, City Manager Larry Spring, City of North Miami Police Department and Sea Tow. Mr. Quirino who also said to Mr. Symonette that "Niggers cannot own Yachts, that they will sink black owned Yachts to take them". Mr. Quirino and his wife called Mr. Symonette to his face a "Nigger" and said they wanted to blow up his house for having a Yacht and being here, I have a right to live a decent life as I please without being called a nigger they should pay for calling me a nigger see (People v. Mackenzie) No. H011813 decided May 9, 1995 the 6th district court of California Judgment against Mckenzie for calling neighbors niggers they should pay a \$5000.00 fine. The City of North Miami Police Department, and the City of North Miami City Manager Larry Spring said that MY NEIGHBOR Quirino Ordered him to remove my Yacht, so with the Approval of City Attorney Jeff H Cazeau by way of Police intimidation and coercion illegallv seized Mr. Symonette's Yacht. The above also committed a

Hate Crime against Mr. Symonette, according to FL Statue 775-085. Because I am a Black Man and a Black Conservative who on Radio and TV that I was going to get a Loan on my Yacht and Finance the Black Republicans to help Republicans win and Finance our VET. Event called the AGA Awards with the City of MIAMI and the MILITARY with Lt. Col Colmenares the Homeless Veterans Foundation of the City of Miami, to finance their yearly Stand Down to help VET. needs, Wounded VETS. and to House Homeless VETS. And our moto is all People Latin, Black and White must Unite See AmericanGala.com. But right after the announcement I GOT A STRANGE CALL SAYING LET'S SEE IF YOUR SUNKEN YAHT CAN GET YOU THAT LOAN NOW! Then next I got a call from the Police that my Yacht was lipping and sinking in my back yard. We looked in the back yard and we saw someone who looked like Mr. Quirino's Son run out of my back yard to Mr. Quirino's **HOUSE NEXT DOOR. We ran to the back to try to stop the Yacht from sinking but couldn't stop it. Then the Police came and then the Coast Guard came a little later and discovered that the brand new Yacht water pumps were all Disabled by disconnecting the batteries and electricity power with a Diver later and all the ropes were CUT to Deliberately make the Yacht slip away from the Dock and sink away from the Dock but because the water was shallow the Yacht only sunk the first floor of the four story Yacht and did not fully sink just hit the dirt with two and a half stories still above water. The Ropes were not popped from water weight they were knife CUT. I had the rope tied to the Dock in a way that if the Yacht sank it would lean towards the house and Dock that the Yacht could easily be pumped out and refloated as taught to me by Yacht Captain Bill because this happened to me before as a lesson well learned. That's why the water pumps were all new and there was no Oil in the engines or on the floor as they have been thoroughly cleaned and I was waiting to install a new stove and a second of two Entertainment Generators.**

Now before and since the LAWSUIT was filed I Symonette was threatened by Mr. Quirno's son and Guys at their home keep taking pictures of me like the MOB USING HAND ACROSS THE THROAT gestures as threats on my LIFE! Wow it looks like they're going to get away with this Racism theft one of the guys said you negroes can't win dude the Courts are rigged against Blacks and rode off laughing. I have now noticed that its never WHITE GENTILES that are the Racist, its always these EAST INDIANS, PAKISTANIS, ARABS & CANAANITES acting like White Gentiles but are not Gentiles, like Sicilians of Sicily acting like Italian White Gentiles but are really Red Dot in the Head East Indian Gypsies Ware Wolves in Sheep Clothing (looking like Gentiles but are not) these are always the actual Racist ad act out Racism on Black People and White Gentiles, See that Gentiles are not Canaanites on Gods2.com#12. I have noticed this every time that the Courts have allowed them to get away with this Racism and Theft even with real witnesses the Courts just disregards them like not humans or sheep led to the Slaughter with no rights, even if seen on video and they just take our property and lively hood like the ware wolves they are and hold themselves not Guilty using the Courts to actually Cannibalize us, Zachariah 11:5. You must Repent because the LORD YAHWEH will not at all Acquit the Wicked you will be revealed on TV, Nahum 1:3 and 2Thessolonians 2:1-11! REPENT or you and your FAMILY will be CURSED to the Body and Soul Destruction of HELL! I have Warned you this will be like the Days of Noah (they didn't REPENT and Died or like JONAH the RULERS REPENTED & LIVED). Just know that Cyrus is here and Michael is with him the two Brethren the Jew and the Gentiles which is the whole body of CHRIST I Corinthians 12:12-13. And we're coming for YOU this we Swear!!! And if we lose GOD will burn the Whole World (you), so it won't matter anyway! The same parties also caused Mr. Symonette great emotional distress by inflicting

negligent and intentional distress by illegally seizing his Yacht because he was going to refinance his Yacht to raise money for the homeless Vets at a charity concert. Intentional wrong doing and violation of civil rights were committed by all of the above mentioned parties. (jurisdictions have a separate tort or delict of "verbal injury", "intentional infliction of emotional distress", "outrageousness", or "convicium"), involving the making of a statement, even if truthful, intended to harm the claimant out of malice; In addition, A City of North Miami Police Officer told Mr. Symonette he had until Wednesday to move the Yacht before the City came back. Once Mr. Symonette got a crane for \$3,000 to lift the Yacht on Monday Sea Tow moved in and seized the Yacht, 2 days before the deadline. Please see Police Officer saying Mr Symonette had until Wednesday to move the Yacht. (Go to Youtube.com - Search - Unlawful Boat Seize -12:06 or Gods2.com 8A #2 — Police Officer speaking.) John Quirino of Quirino Construction and his wife made racist remarks and called Maurice a nigger, City Manager Larry Spring, Jeff H. Cazeau and through his influence, intimidation and coercion illegally caused the seizer of Mr. Symonettes Yacht which also caused Sea Tow with gun and arrest power of the North Miami Police to Tow and Destroy the Yacht. and paid \$74,450.00 then got the money off the Yacht and now want us to pay the \$74,450.00 back for the illegal Tow, the tow was illegal too because their was no Court order to take the boat so sea tow is at fault also I am asking for Sea Tow to repay Double the amount (\$74,450.00) that the City of North Miami say that they paid to Sea Tow, (see gods2.com press10.A then exhibit #17 video), also that Maurice Symonette was Discriminated against, the City violated his constitutional rights concerning to the first cause of action.

15TH VIOLATION OF FL. STATUE 823.11 AS TO DEUTSCHE
BANK.

The City of North Miami violated the statue because the Yacht was not an abandoned and derelict vessel and it did not block the public navigable waterway. We have communicated with the 3 Agencies that the City of North Miami called to the scene to investigate. They are Fish and Wildlife, The US Coast Guard and Dade County Investigative Unit DERM and neither felt it was necessary to write up a report that the Yacht was a public or environmental hazard. Therefore none of these Agencies ordered the Yacht to be removed. For this cause we are asking for Relief and Damages. (See exhibit A2) has two reports 1. Coast Guard Report and DERM Report. 823.11 Derelict vessels; relocation or removal; penalty.—

(4) As used in this section, the term:

- (a) "Commission" means the Fish and Wildlife Conservation Commission.
- (b) "Derelict vessel" means a vessel, as defined in s. 327.02, that is left, stored, or abandoned: In a wrecked, junked, or substantially dismantled condition upon any public waters of this state. At a port in this state without the consent of the agency having jurisdiction thereof.

1. Docked, grounded, or beached upon the property of another without the consent of the owner of the property. This Yacht was not an environmental hazard, did not have a hole in it and did not block a public waterway and was not in navigable waters. This was all confirmed by The US Coast Guard, Dade County Investigative

Unit DERM and the Department of Fish and Wildlife because no one made a report to this effect because the Yacht was tied to a private dock and not considered a public hazard. The City of North Miami therefore violated their own ordinances by illegally seizing; Mr. Symonette's Yacht. This cause of action is one of the reasons we are seeking relief and damages in this matter.(See both Exbs.251)See City of North Miami Beach Hold the hearing concerning this on youtube type in "short on Gods2.com #8A-16. That boat was made of aluminum and worth at least \$300,000.00 in scrap metal If they sold it to a scrap metal company they are supposed to reveal that information to me in which they have not, and all this information and proof of what was said and done is on the videos that were mentioned above if the City made Money even on the Aluminum it should belong to the owner because they took the boat illegally and a yacht that was worth \$2,000,000.00 on the appraisal plaintiff is asking for treble in damages his suffering and emotional strain, plaintiff was going to sell the boat and use the proceeds toward a show for the veterans and to bring people in to help get jobs for veterans with all this done against Maurice Symonette from the beginning by forcefully taking the boat without a court order and then destroying owners boat without his permission with no receipt of where they took it to be destroyed or having no receipt that they paid to Sea Tow to get it illegally towed URL <https://youtu.be/2kjcda76dly>.

2.

14th CAUSE VIOLATION OF FL STATUE 760.5 I AS TO

DEUTSCHE BANK

The City of North Miami violated the statue because violations of Mr. Symonette's constitutional rights were committed in the form of threats, intimidation and **coercion from John Quirino of Quirino Construction, City Manager Larry Spring, City of North Miami Police Department and Sea Tow and Westland Towing. Mr. Quirino also said to Mr Symonette that "Niggers cannot own Yachts, that they sink black owned Yachts to take them". Mr. Ouirino and his wife called Mr. Symonette to his face a "Nigger" and said they wanted to blow up his house for having a Yacht. The City of North Miami Police Department, the City of North Miami City Manager Larry Spring with the Approval of City Attorney Jeff H Cazeau by wa_v of intimidation and coercion illegally seized Mr. Symonette's Yacht. The above also committed a Hate Crime against Mr. Symonette according to FL Statue 775.085. The same parties also caused Mr. Symonette great emotional distress by inflicting negligent and intentional distress by illegally seizing his Yacht because he was going to refinance his Yacht to raise money for the homeless Vets at a charity concert. Intentional wrong doing and violation of civil rights¹ was committed by all of the above mentioned parties. Jurisdictions have a separate tort or delict of "verbal injury", "intentional infliction of emotional distress", "outrageousness", or "convicium", involving the making of a statement, even if truthful, intended to harm the claimant out of malice; In addition, A City of North Miami Police Officer told Mr. Symonette he had until Wednesday to move the Yacht before the City came back. Once Mr. Symonette got a crane for \$3,000 to lift the Yacht on Monday Sea Tow moved in and seized the Yacht, 2 days before the deadline. Please see Police Officer saying Mr. Symonette had until Wednesday to move the Yacht. (Go to Youtube.com - Search - Unlawful Boat Seize -12:06 — Police Officer speaking.). This Yacht is worth 2 million dollars. See Exh. 501 Mr Symonette believes that someone associated with the City of North Miami might have caused the Yacht to be tilted by cutting the ropes tied to**

it. He also believes this because of the illegal way the Yacht has been seized. Furthermore, City Manager Larry Spring refused to give him information on how to get the Yacht back or where it is located or the **salvage records**. A civil penalty can be brought forth by the Attorney General by bringing forth a civil action for the violation of Mr. Symonette's rights. See more details of this **Florida Statue** below. Whenever any person, whether or not acting under color of law, interferes by threats, intimidation, or coercion, or attempts to interfere by threats, intimidation, or coercion, with the exercise or enjoyment by any other person of rights secured by the State Constitution or laws of this state, the Attorney General may bring a civil or administrative action for damages, and for injunctive or other appropriate relief for violations of the rights secured. Any damages recovered under this section shall accrue to the injured person. The civil action shall be brought in the name of the state and may be brought on behalf of the injured person. The Attorney General is entitled to an award of reasonable attorney's fees and costs if the Department of Legal Affairs prevails in an action brought under this section. Any person who interferes by threats, intimidation, or coercion, or attempts to interfere by threats, intimidations or coercion, with the exercise or enjoyment by any other person of rights secured by the State Constitution or laws of this state is liable for a civil penalty of not more than \$10,000 for each violation. This penalty may be recovered in any action brought under this section by the Attorney General. A civil penalty so collected shall accrue to the state and shall be deposited as received into the General Revenue Fund unallocated. Some jurisdictions have a separate tort or delict of "verbal injury", "intentional infliction of emotional distress", "outrageousness", or "convicium", involving the making of a statement, even if truthful, intended to harm the claimant out of malice; In addition, A City of North Miami Police Officer told Mr. Symonette he had until Wednesday to move the Yacht before the City came back. Once Mr. Symonette got a crane for 3,000 to lift the

Yacht on Monday Sea Tow moved in and seized the Yacht, 2 days before the deadline. Please see Police Officer saying Mr. Symonette had until Wednesday to move the Yacht. go to Youtube.com - Search - Unlawful Boat Seize -12:06 — Police Officer speaking near end of video). In addition, there were several other violations that the City accused Mr. Symonette of that was incorrect. The sections under City Code 10-19 to 22 under Junk Vehicles/Property does not **apply to Mr. Symonette's Yacht**. see on Gods2.com --- #8A and #8A-16 & 17 see Exb.502 The first paragraph refers to abandoned, derelict or junk property. Mr. Symonette's Yacht does not fit this description. (Video available) **Go to Youtube.com – Search - Unlawful Boat Seize -12:06** to show roof of illegg1 seizure and value of Mr. Symonette's Yacht. eSbebe **Section 1)** The Yacht has a value of 2 million dollars which is more than nominal salvage value. (See **Exhibit 501— Survey/Appraisal of Value of Yacht)** **Section 2)** Does not apply to Mr. Symonette's Yacht as he was able to get a crane to lift it out of the water **Section 3)** Does not apply to Mr. Symonette's Yacht because it was not on public property but But it was on Mr.Symonette's property without legislative authorization. **Section 4)** The Yacht did not exhibit physical damage other than the ropes were cut by someone that caused the Yacht to tilt in the water. The Tow Companies were not the ones that got the Yacht up but billed The City of North Miami for the job anyway. **Section S)** The Yacht was put in an upright manner after Mr. Symonette got a crane to lift it out move it. The City of North Miami Police told him they would give him until Wednesday to move it. Instead, they came that Tuesday once he got it upright. **The Tow Companies could not get the Yacht upright but seized it soon as Mr. Symonette got it upright.** The City Y North Miami came the day before on a Tuesday when he got it upright. The City of North Miami Police told him he had until Wednesday to get the boat I Video available to show Police saying that) see also **Timeline of Events, Exhibit 503.).** **Section 6)** since this Yacht was at a private home dock this section

does not apply Sea Tow told Mr. Symonette they would charge up to 8-13 thousand to lift the Yacht. The City Manager Larry Spring said it would cost 74,750 dollars to pay Sea Tow to get the Yacht. This is a major discrepancy in price. He also stated that if the \$74,750 dollars is not paid he will destroy the Yacht. However, after Mr. Symonette attended a City of North Miami hearing about the Yacht the City Manager said he would meet with Mr. Symonette to make arrangements for him to pay the \$74,750 dollars to get his Yacht back. The Mayor and most of the City Commission was startled that this situation even happened and encouraged the City Manager to meet with Mr. Symonette for him to get his Yacht. (Video available from this hearing.) However, when Mr. Symonette met with the City Manager the next day he was told the Yacht was destroyed to Mr. Symonette's surprise. Even if the Yacht was destroyed aluminum material it is made out of is worth \$ 300,000 thousand dollars for a profit for personal gain. Where are the Salvage Records and where was the Yacht destroyed? Mr. Symonette even presented bankruptcy paperwork to the City to show the Yacht was in Bankruptcy at the time but it was totally disregarded see exhibit# 257 Pages 1-7. An official order from a Judge to remove the Yacht and to destroy it was never received. Meeting information from City of North Miami Commission hearing on May 26, 2016 The City Attorney kept quoting and stating incorrect things about the situation. Mr. Symonette feels he was doing this on purpose to cover up he and the City Manager's wrong doing. He stated the Yacht was in public waters which gave them the right to bypass the 60 day time frame to be able to remove the Yacht According to FL. Statue 705.101.6. (DERM, The US Coast Guard and Fish and Wildlife did not confirm this statement and is the reason they did not get involved in the matter. The City manager is held responsible for the yacht being towed.

15th CAUSE OF ACTION VIOLATION OF FL. STATUE 705.101.3

AS TO DEUTSCHE BANK

This statue describes abandoned property as no identifiable owner (3) "Abandoned property" means all tangible personal property that does not have an identifiable owner and that has been disposed on public property in a wrecked, inoperative, or partially dismantled condition or has no apparent intrinsic value to the rightful owner. The term includes derelict vessels as defined in s. 823.11. This was not the case with Mr. Symonette because all parties involved knew he was the rightful owner. The Law states that Mr. Symonette's Yacht can be retained by a Law Enforcement Agency or by the courts on court order only when no claim of ownership is made. Clearly the City Manager and City Attorney knew this was his Yacht and he never received a court order. The City of North Miami City Manager Larry Spring knew Mr. Symonette was the owner of the Yacht so it was never abandoned. The Yacht was also operable as it floated away when it was seized by The Towing Companies with The City of North Miami Police looking on .(video available)

**16TH CAUSE OF ACTION VIOLATION OF CITY OF
NORTH MIAMI MUNICODE SEC.5-602.-DOCK OF THE**

CITY OF NORTH MIAMI CODE. RICO AS TO

DEUTSCHE BANK

The City of North violated his rights with this code. Go to www2.municode then search Sec.5-602.Dock of The City of North Miami Code to see the code reference as to the allowed footage when using a private dock. A Yacht tied to a private dock is allowed 25 feet. Mr. Symonette's Yacht occupied about 22 feet off his dock. This clearly shows the Yacht cannot be considered in a Public Waterway or in Navigational waters as the City Manager and City Attorney were stating unethically in the Council meeting. Video is - -available on Gods2.com press 10.A then exhibit #17 to show their comments. The City Attorney backed up the City Manager by stating the Yacht is a derelict boat and was submerged under water, see exhibits 505 & 506, Video is available to show the Yacht. is not a derelict boat and it was tilted and not submerged under water. In fact the Yacht is worth 2 million even tilted in the water, See Exhibit 501 City Manager Larry Spring agreed to meet with Mr. Symonette the next day in the City Council meeting on May 26, 2016 to discuss how to pay the \$75,000 dollars supposedly that the City paid to the Tow Company to tow my Yacht away, on Gods2.com #8A-16 Westbrook Towing. Instead, Larry Spring; told Mr. Symonette he destroyed the Yacht after 2 days, on Gods2.com #8A-17 The Tow Company said it was the City Manager Larry Spring that made the decision to destroy his Yacht the same day they towed it also with the authorization from the City Attorney Jeff H. Caz. eau. But while testifying before the MAYOR and the City Commissioner's at the City's Town Hall meeting lied and told the Commissioners that if I Paid \$75,000.00 I could get my Yacht back and told Mr. Symonette to meet him the next day I could make the arrangements to pay and get my Yacht back, on Gods2.com 10.A then exhibit #17 But when I got there the City Manager Larry Spring told me that the Yacht was already Destroyed. Note the ALLUMINUM of which

the Yacht was made of was worth **\$300,000.00** alone according to the 74 ft. length, 19.6 Breadth, 8.4 ft. Depth, **61.00** weight tonnage and with the Construction and General Arrangement is all Aluminum the weight of the Aluminum valued at **\$300,000.00** not counting Engine Metal Weight. So they Stole my Yacht with the Cities Tax Money, Destroyed my Yacht and and split the **\$300,000.00** in Aluminum or sold the Yacht for 2 Million Dollars WHAT A WINDFALL theft See Exhibit 501 PAGE 2. Wow that's EVIL. So we see here That Attorney Jeff il. Cazeau along with City Manger Larry spring is responsible for authorizing the said Sea Tow company to tow my boat and then authorizing my boat to get destroyed unknowing to Mr. Symonette and still until this very day they still would not let symonette know the name of the company that destroyed his yacht.

17th VIOLATION OF FL STATUE 705.103.2B AS TO DEUTSCHE BANK,

The City of North Miami violated this statue because to destroy an abandoned boat without first **obtaining** title is a **crime** because **Florida is a Title State**. See <http://m.myfwc.com/boating/waterway/derelect-vessels/claims-process-faqs/> that reference Florida being a Title State. In addition, I was supposed to be given 90 days to get my Yacht **back according to FL Statute 705.103.2b**, Title to lost or abandoned property, Title to lost or abandoned property is hereby vested in the finder upon the expiration of the 90-day custodial time period specified in s. 705.103(2)(b), provided the notice

requirements of s. 705.103 have been met, unless the rightful owner or a lien holder claims the property within that time.,Mr, Symonette was never given that opportunity to claim his property within 90 days according; to the above Florida Statue because the City Manager said the Yacht was destroyed. 9 Video is available showing The City Manager stating this). All of this was approved by the City Attorney. id not obtain title before the Yacht was destroyed., 1) Violation of Due Process of Law gave notice for the hearing We got no Notice of a Magistrate hearing that happened one day after Symonette's Yacht Sank which they admit they never told us about see Gods2.com 8A # 18 Mr Symonette even presented bankruptcy paperwork to Officer Mi ah to show the Yacht was in Bankruptcy at the time it was being seized but it was totally disregarded see exb.# 271 An official order from a Judge to remove the Yacht was never done or received.

18th CAUSE OF ACTION VIOLATION OF THE 14TH

AMENDMENT YOU CANNOT TAKE A PERSON'S

LIFE LIBERTY OR PROPERTY WITHOUT DUE

PROCESS OF LAW AS TO DEUTSCHE BANK

The City of North Miami violated this Amendment because they took Mr. Symonette's Property without following due process of Law they were supposed to have a court hearing first then get an order from the court to take possession of the yacht, we got no Notice of a Magistrate hearing that happened one day after Symonette's Yacht Sank which they admit they never told us about see Gods2.com 8A # 18 none of this was done first the City of North Miami violated his life,

liberty and property Mr symonette was treated as though he had no Legal rights. Mr. Symonette legally owned the boat and patiently waited for justice to be served as he is seeking now plaintiff was treated as a man with no rights at all and in a country where we are supposed to be counted innocent until proven guilty Maurice Symonette was treated the opposite way as if he was guilty from the start, Maurice is Sui Juris with rights and should be treated as such, he had already proved that he is the owner of the boat so what gave the City of North Miami the right to destroy someone elses property? City manager Larry Spring is responsible for for maurice not being notified about the hearing that was held a day after the boat sank and larry Spring and his Attorney were responsible for no due process of law being carried out for this case.

19st CAUSE OF ACTION VIOLATION OF BANKRUPTCY

U.S.C. 362 (a)(1)(2){3}(4)(5)(6)(7)(8) AS TO DEUTSCHE BANK

AND CITY OF NORTH MIAMI STEALING OUR YACHT

Part owner of the said Yacht Kurt Marin had filed bankruptcy during the time of the yacht sinking all bankruptcy documents were shown to police (officer Mirjah) and the City of North Miami but the Police and the City of North Miami ignored the Bankruptcy and just ran over it as if part owner Kurt Marin never filed, plaintiff needs to be compensated for them not honoring the bankruptcy because bankruptcy stops any and all actions. The Police and Larry Spring is Responsible for not taking notice of the bankruptcy and stopping all actions of against The yacht. See exhibit# 507.

20th CAUSE OF ACTION R.I.C.O RACKETEER INFLUENCED
AND CORRUPT ORGANIZATION 18 USCA §§ 1961-1968 (A) (B)

(D) AS TO DEUTSCHE BANK

this whole case Falls under the category of [R.I.C.O.] **which stands for Racketeer Influenced and Corrupt Organizations** a law **designed** to attack organized criminal activity and preserve marketplace integrity by investigating, controlling, and prosecuting those who participate or conspire to participate in racketeering, Enacted in 1970, the federal racketeer Influenced and Corrupt Organizations Act (RICO) applies only to activity involving interstate and foreign commerce . 18 USCA §§1961-1968 . Since then, many states have adopted laws (sometimes called “**little RICO acts**”) based on the Federal Statute. The Federal and most state RICO acts provide for enforcement not only by Criminal prosecution **but also by Civil lawsuit**, in which the plaintiff can sue for treble damages] as written from the blacks Law Dictionary 7th Edition. This case falls clearly under the category of R.I.C.O. the way it was transacted from the beginning to the latter part, I feel like I have been robbed, so I am bringing R.I.C.O. charges against The City of North Miami Beach. R.I.C.O. also includes **theft of property**, they ordered that my property be taken, in which being my yacht, without any order from the Judge under the orders of City manager Larry Spring and his attorney Jeff H. Cazeau in which they had no authority to take the place of the Court which should have given the order for the boat to be towed and then the city manger and his same attorney ordered that the boat be destroyed without the owners permission in which they never stated how much they made off my boat getting destroyed, I myself know from a friend that worked at a junk yard that crushed metal and he’s seen my boat before it was taken by the City of Miami and since my boat was totally made of aluminum thats its worth at least \$300,000.00 just for the aluminum, I

have been robbed under illegal circumstances in a way that is improper for the City of North Miami to operate, by them operating in such a manner is the same manner as racketeering, examples of racketeering activity include extortion, money laundering, loan sharking, **obstruction of justice** and bribery. The R.I.C.O. Act became U.S. law in 1970, permitting law enforcement to charge individuals or groups with Racketeering. In my case its under the definition of **Obstruction of Justice And theft** my property was stolen, and I say stolen because it was taken without the proper authority from the Judge sold to a place that only the City knows about, again, without me the owner giving them the permission to sell or get rid of my property without my permission, never bring back any receipts to where they took it I don't know where they took it or how much money they got from it the whole situation has turn into an Illegal cover-up and theft of property and obstruction of Justice. The City of Miami Beach is governed by a commission-Manager system of local government that combines the political leadership of elected officials in the form of a mayor and commission, with the managerial experience of an appointed City Manager. In a commission Manager government, commissioners are the leaders and policy makers in the community elected to represent the various segment of the community and to concentrate on policy issues that are responsive to citizens needs and wishes. The manager is appointed by the commission to carry out policy and ensure that the entire community is being served. The City of North Miami beach is governed by an elected mayor and six-member city Commission who are responsible for carrying out any lawful purpose for the advancement of the interest, welfare health, morals comfort, safety and convenience of the city and its inhabitants as outlined in the City Charter. In my situation the City of North Miami are Not acting like they are for the people, to administer Justice and equity for the people, they are acting like a bunch of money grubbing thieves and the last thing on their minds is Justice so I am asking for treble in damages, that is three times the amount of my boat which is \$6,000.000.00, City Manager Larry Spring Jr. And Attorney Jeff H. Cazeau are responsible for this.

21st CAUSE OF ACTION AND IN BROWARD COUNTY

OUR CASE FOR THE HOME 2920 NE 55TH PL. FT.

LAUDERDALE 33308 CASE: CACE 0712687 AS TO

JP MORGAN VIOLATION OF THE 1938 F.A.R.A. ACT.

JP Morgan tried to sue us because they're claiming that they have the rightful ownership of the Note when by Operation of law JP Morgan can't even obtain the Note. Furthermore JP Morgan is Owned by the CIC (Chinese Investment Corporation) (Exh.494) which is owned by China which is a Violation of F.A.R.A (Foreign Agents Registration Act), so J.P. Morgan Chase Bank and it's Attorney Representatives all need to have a Foreign Agent Registration License to hold Court In State and County proceedings and can't Foreclose Evict or Sale Properties in America (12 U.S.C.§3105). Plaintiff re-alleges and incorporates by reference the allegations contained Paragraphs 1 through 14. After Loan City originated the Loan MERS sold the NOTE on the Market Then as NOMINEE illegally assigned the NOTE to WAMU, exhibit.481, the loan Plaintiffs is informed and believes that WAMU transferred all beneficial interest In the loan to private investors.

16. Neither WAMU, the Florida title Co., JP Morgan Chase, nor anyone else has Recorded a transfer of beneficial interest in the note property to JP Morgan Chase. if JP Morgan Chase is a beneficiary, TITLE CO. has breached its fiduciary duty to Plaintiff under the Mortgage Deed agreement, by not recording the alleged transfer of the Beneficial interest and/or servicing duty Morgan Chase is the alleged Beneficiary, in the Mortgage Deed it states:

24. Substitute trustee. Lender, at its option, may from time to time appoint a Successor trustee to any trustee appointed hereunder by an instrument shall contain the name of the original lender, trustee and borrower, the book and Page where this security Instrument is recorded and the name and address of The successor trustee. Without conveyance of the property, the successor Trustee shall succeed to all the title, Powers and duties conferred upon the Trustee herein and by applicable law. The Procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

17. JP Morgan Chase does not have standing to enforce the Note because JP Morgan Chase is not the owner of the note, JP Morgan Chase is not the holder of the NOTE and JP Morgan Chase is not a beneficiary under the NOTE. JP Morgan Chase does not have the capacity to exercise a power of sale. JP Morgan Chase does claim to be a holder of the Note or a beneficiary. JP Morgan Chase merely describes itself as a loan servicer in the notice of foreclosure. If JP Morgan Chase can prove that it is a servicer, as it asserts without disclosing any Document as proof JP Morgan Chase cannot foreclose on Plaintiff's property without joining the owner of the Note because JP Morgan Chase is not real Party in interest. Plaintiff is informed and believes that JP Morgan Chase does not have standing to sale Plaintiff's Property because is not the holder of the Note. JP Morgan Chase did not pay any consideration to other Defendants evidenced by a Promissory Note and cannot produce a Promissory Note endorsed to JP Morgan

Chase. JP Morgan Chase does not own the Loan and cannot identify the Owner of the loan because it's sold JP Morgan Chase did not purchase the loan when it took over WAMU in Sept. 2008, because WAMU sold Plaintiff's Note days after NOTE was illegally assigned to WAMU by MERS among other reasons stated. WAMU sold Plaintiff's Note days after NOTE was illegally assigned to WAMU by MERS among other reasons stated. Plaintiffs re-alleges and incorporates by reference all the allegations Contained in Paragraphs 1 through 19. Defendants commenced foreclosure of the property by recording a Notice of Lis Pendens in Dade county records office on June 1.07. Exh. 482. Attached to the NOLP was a declaration of compliance with FL. Stat. **92.525** Like Cal. Civil code 2925.5

18. JPM Chase has no interest in Plaintiff's Mortgage, so the pending foreclosure on Plaintiff's property would constitute unjust enrichment.

19. The Mortgage states that all secured sums must be paid. Plaintiff alleges that the obligations under the Mortgage were fulfilled when WAMU received Funds in excess of the balance on the NOTE as a result of proceeds of sale through securitization to private investors many times and insurance proceeds From credit default swaps.

20. Plaintiffs re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 29.

21. WAMU and its agents **made material misrepresentations and omissions with respect to the terms of Plaintiff's loan in violation of the truth in lending Act (TILA). Plaintiffs is informed and believes that WAMU concealed the terms of the loan with the intention of Inducing Plaintiff to refrain from investigating and challenging the disclosures until the period for rescinding the loan expired.**

Plaintiff did not receive any documents from WAMU after his meeting to sign Documents at a Florida title company, including disclosures required by the Truth In Lending Act, RESPA and a notice of right to cancel.

22. Plaintiff's loan is a Mortgage loan subject to the provisions of RESPA, 12 U.S.C. 2605 et. seq. and Cal. financial Code is § 22810. On Oct. 12, 2010, Plaintiff requested a copy of his loan application and Promissory Note at a Miami branch of JP Morgan Chase in Florida. A bank Officer telephoned a JP Morgan Chase office in Ohio and informed Plaintiff that he would receive the loan documents in ten days. No documents have ever been received.

23. **Defendants have engaged in a practice of non-compliance with RESPA, including failing to respond to properly submitted QWR's. Plaintiff is informed and believes that this practice is designed to conceal TILA and RESPA violations and to conceal the identity of the many investors who believe they are the owners of the NOTE WAMU got cash from and true beneficiary of the loan.**

24. As a direct and proximate result of defendants failure to comply with RESPA, Plaintiffs have suffered and continues to suffer actual damages in that he is unable to ascertain the Bases for defendants claims to his property, he cannot identify the owner of the beneficiary of the Note, he cannot determine whether his payments to WAMU were paid to the beneficiary and there is no evidence upon which to conclude that Defendants are acting as NOTE owner with the lawful authority in their attempts to foreclose the property. Under RESPA, Plaintiffs seeks treble Damages.

25. Plaintiffs re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 3s.

26. JMP Chase has concealed and continues to conceal from Plaintiff material facts in its possession which were requested during his visit to JP Morgan Chase Bank on October 12, 2010 that would enable him to ascertain whether his payments to WAMU were received by the owner or beneficiary of the NOTE.

27. As a direct and proximate result of JP Morgan Chases fraudulent Concealment like Coursen v. JP Mortgage. Plaintiff has suffered and continues to suffer damages in an amount to be proven at trial. Plaintiffs remains under the constant threat of a foreclosure sale of the property, which will happen 04/11/13 without notification to him, and in addition to damages caused by his emotional distress, he will suffer irreparable injury not compensable in damages if the property is sold.

28. Plaintiffs re-alleges and incorporates by reference the allegations contained in Paragraphs 1 through 3s.

29. **Plaintiffs seeks to quiet title against the claims of the Defendants and all persons Claiming any legal or equitable right, title, estate, lien, or adverse interest in the property as Of the date the Complaint was filed (Fl. Statute 95.11=Cal Code Civil Procedure 760.020).**

30. **Plaintiffs is the title holder of the property according to the terms of a grant Deed Dated Sept. 26, 2006.**

31. **WAMU securitized plaintiff's single-family residential mortgage loan through washington Mutual Mortgage Securities Corp. Plaintiff is informed and believes that the unlawful beneficiary has been paid in full. The mortgage states in paragraph 23: Reconveyance upon payment of all sums secured by this security Instrument, lender shall**

request Trustee to reconvey the property and shall surrender this security Instrument and all Notes evidencing debt secured this security Instrument to Trustee. Trustee shall reconvey the property without warranty to the

32. **person or persons legally entitled to it....Mortgage does not state that plaintiff must make full payment, only that all secured sums must be paid. Plaintiff alleges that the obligations owed to WAMU under the mortgage were fulfilled and the loan was fully paid when WAMU received funds in excess of the balance on the NOTE as Proceeds of sale through securitization(s) of the loan and insurance proceeds From credit Default swaps. We know that Washington Mutual Securities was used to sale the NOTE in a bundle of Some other NOTES on the Market unendorsed so as to be able to sell it over and over again with each investor believing he owns the NOTE and to stop investors from going after and collecting on the investment WAMU files bankruptcy which clears also Loan City who used MERS to sell the NOTE, the same way Washington Mutual Security was used and now they are both protected from the investors because WAMU is in Bankruptcy, WOW!!! They made docket tax free and tax free, money over and over on money Loan City never gave because the loan was funded by our tax dollars, from the USA Dept. of Treasury, using the Federal Reserve as the conduit account, Loan City illegally opened with Leroy Williams info. and Promissory NOTE. Next the FDIC sales WAMU assets to JP Morgan that doesn't include Leroy Williams NOTE that they already sold in fact the WAMU/JP Morgan Chase expert Lawrence Nardi operations unit manager and mortgage officer for WAMU and JP Morgan says in deposition dated 08/21/12 see Washington Mutual Bank vs. Waisome, Florida Sth Judicial Circuit case no. 2009-CA-005717. starting on page 57, in the schedule of loans from WAMU through the FDIC sold to JP Morgan that there is no ownership of WAMU 2005-2007 NOTES to JP Morgan Chase, no Assignments, no Al-longe, in schedule of loans to FDIC giving ownership and no ownership at all passed from WAMU to JP Morgan, therefore JP Morgan cannot foreclose on what they don't own. see exhibit D.**

33. Defendants claims are adverse to plaintiff because plaintiff is informed and Believes that none of the defendants is the holder of the promissory note, none of them Can prove any interest in the note, and none of them can prove that the note is secured by the mortgage, as well as for the reasons set forth in the proceeding causes of action. As Such, Defendants have no right, title, estate, lien, or interest in the property.

34. Plaintiff therefore seeks a judicial declaration that the title to the subject Property is vested solely in plaintiff and that defendants and each of them be forever Enjoined from asserting any right, title, estate, lien, or interest in the property adverse To plaintiff.

Eighth cause of action - declaratory & injunctive relief

35. Plaintiffs re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 59.

6:I. An actual controversy has arisen and now exists between Plaintiff and Defendants concerning their respective rights and duties. Plaintiff contends:

(a). That JP Morgan Chase is not the present holder in due course or beneficiary of the Note and has no Mortgage of Record at all executed by Leroy Williams However, Defendants contend that JP Morgan Chase was the present owner and beneficiary Owned

of a promissory Note executed by Leroy Williams that JP Morgan is Foreclosing on. In Violation of FDIC Rules that say the FDIC MUST SIGN THE NOTE to you for you to Foreclose it. the Purchase And Assumption Agreement (PAA) of the FDIC's PAA Section 6.2

(b). That Defendants are not real parties in interest, do not have standing and were not entitled to accelerate the maturity of any secured obligation and see the property because they are not

beneficiary or authorized agent of beneficiaries under the purported promissory NOTE. However Defendants assert that they are entitled to sell the property illegally with the Help of Money Conflicted JUDGES like Judge Joel LAZARUS who got Paid 350,000, by JPMorgan. Exh. 512. This Chinese owned Bank, Exh. 494. In Violation of 12 USC SS 632 and F.A.R.A. .

(c) That the Notice of Lis Pendens recorded in FL. Miami Dade County on Which purports to substitute defendant in place of Loan City through title Co. as Trustee under Warranty Deed dated 09/26/2006, was subscribed with a forged signature of a ROBO signer Vice President of Chase, and fraudulently acknowledge and therefore that Trustee is not a trustee Authorized to file a notice of Lis Pendens on the property. However, defendants contend that their admitted ROBO signer is a trustee duly authorized to file said notices.

62. Defendants wrongful conduct, unless and until restrained by order of this court, will cause great irreparable injury to Plaintiff as the value of the residence declines under this fake foreclosure and Plaintiff has been evicted from his home. Plaintiff's home was designed and modeled (Oriental Styled) for him. It is unique and cannot be replicated. Stay the foreclosure sale to examine the facts. If the foreclosure sale is allowed to proceed, the burden on Plaintiffs significantly outweighs the benefit to Defendants, and each of them.

63. By contrast, if the foreclosure sale is enjoined, the burden to any or all Defendant's is minimal and not at all outweighed by the benefit to Plaintiff's.

64. Plaintiffs has no adequate remedy at law for the injuries currently being suffered and that are threatened. It will be impossible for Plaintiffs to determine the precise amount of damage that he has suffered. If Defendant's conduct is not restrained and Plaintiff's must file a multiplicity of suits to obtain his property compensation for his injuries.

65. Plaintiffs re-alleges and incorporates by reference the allegations

contained in paragraphs 1 through ss.

66. The foreclosing Defendant's and each of them, by their acts and omissions, published matters which were untrue and disparaging to Plaintiff's right to title in the subject property.

67. The afore mentioned publications by the foreclosing Defendants, and each of them, were unjustified and without privilege.

68. It reasonably foreseeable that the aforementioned publications by the foreclosing Defendant's, and each of them, cast doubt on Plaintiff's right to title in their property, which has caused and continues to cause damages to Plaintiffs.

69. As a result of said publications from defendant's, and each of them, Plaintiff's has suffered and continues to suffer loss of money, credit, real property value and reputation, in an amount to be proven at trial. EMOTIONAL DISTRESS

70. Plaintiff's re-alleges and incorporates by reference the

Allegations contained in paragraphs 1 through 71.

71. Plaintiff's contends that the acts and omissions of the defendants And each of them, constitute extreme and outrageous conduct.

72. *Plaintiff's further contends that defendant's, and each of them, Engaged in such conduct either intentionally or with reckless Disregard as to the effect on Plaintiff.*

73. As a result of said extreme and outrageous conduct by defendants, and each of them, Plaintiffs has suffered severe emotional distress of \$5,000,000.00.

RE: QUALIFIED WRITTEN REQUEST, FORMAL PROTEST, AND

Dear JP Morgan, who used MERS This Notice shall serve as my formal Qualified Written Request to obtain all records and Documents pertaining to this loan and my formal protest/dispute of alleged debt Validity. Pursuant to RESPA 6(e) (1)(b) and Reg. x a5o0.21(f) 2, this letter is a "qualified Written request ". I have reason to believe certain truth in lending disclosures may have Been withheld and loan-serving errors may have occurred. Consequently please turn over to us or the court: Certified copy of my promissory note, including assignment, the Allonge, the security instrument, any modifications, endorsements, extensions, addenda, and all information related to items (1) and (2) above. The complete pay history that originated with prior servicer(s). Promissory Note Deposit, and transaction account records. Name, address, and contact information of the Promissory Note Document Custodian. Retention of payment history records are sometimes stipulated by states ranging From seven years to complete life of the loan. If you do not have a portion of the Pay history or records requested related to a prior servicer(s). please forward a Copy of this notice to said prior servicer(s), and provide the Plaintiffs and the Court with the name, address, And phone number of the prior servicer(s). The above information may be sent by regular mail to the address provided. Thank you for your cooperation. please send a letter if you are unable or unwilling to Send me this information or if you cannot send it within the twenty business day response requirements. Defendants were asked for this information in case # 07-12687DIV18 on 11/05/07 and responded by dismissing their lis pendens 06/1/07 and never responding to this letter Pursuant to RESPA 6(e)(1)(b) and Reg. x 3500.21(f) 2 thereby breaching the law. Now we ask the Court to request this information. The Judge on this Case is JUDGE MARINA GARCIA WOOD who has a horrible conflict of interest With Morgan Stanley Chase Bank according to her 2022 Form 6 FULL AND PUBLIC DISCLOSURE OF FINANCIAL INTEREST page 3 line 1 she has \$471,247.00 from J.P. Morgan Chase Bank. On our Case for the home at 12050 NW 4th Ct. Plantation 33325 CASE:

CACE18007801 Fla. Stat. 702.015 (4) says you must show a copy of the Note filed with the Complaint at the time the foreclosure is filed and they didn't. The Judge Erred by not Dismissing the Case on finding that the Note was not attached to Complaint with Plaintiff Deutsche Bank name on Note at all. According to Federal Rule 3.1 Standing Rule, standing can be brought up at any time, Deutsche Bank never possessed any legal right to bring up A lawsuit nor has Deutsche Bank has ever brought forth the original Note to said property with their name. Plaintiffs have failed to Attache a copy of the Note to the complaint in which the complaint itself was illegal. See Cruz v. JPMorgan Chase Bank N.A. And never brought Original Note with MERS or Deutsche Bank's Name on it. The Defendant seeked the re-establishment of a lost note, but failed to attach a copy of the original note to the complaint in violation of Rule 1.130. Defendant states in the Complaint that it does not possess the note. Pursuant to Florida Statute 673.3091: a person not in possession of an instrument is entitled to enforce the instrument if the person seeking to enforce the instrument was entitled to enforce the instrument when loss of possession occurred, or has directly or indirectly acquired ownership of the instrument from a person who was entitled to enforce the instrument when loss of possession occurred; and the loss of possession was not the result of a transfer by the person or a lawful seizure; The Note in this case was not lost as a result of transfers of the Note by defendants predecessors in interest to Florida rules of civil procedure: copies of the Note and mortgage must be attached. To the mortgage foreclosure complaint (emphasis added). There is no proof that defendant ever held or took possession of the Note and thus cannot prosecute this foreclosure. Deutsche bank has no interest in Plaintiffs Mortgage, so the pending foreclosure on Plaintiffs property would constitute unjust enrichment. The mortgage states that all secured sums must be paid. Plaintiff alleges that the obligations under the mortgage were fulfilled when Deutsche Bank received funds in excess of the balance on the NOTE as a result of proceeds of sale through

securitization to private investors many times and insurance proceeds from credit default swaps.

Fed. Rule 3.1 Standing can be brought up any time even on Appeal. the Deutsche Bank filed Complaint in the new case CACE13014193 before they owned the Note. Defendant foreclosed on the property before they owned it by way of making a Fraudulent Assignment and taking Defendants property without having Note Ownership, see (Mclean v. JPMorgan) you cannot foreclose before you own property. This foreclosure should never have been allowed because the Bank didn't have the Note as was seen in the former case CACE06012451 **see Exb. 485** the Loan along with the Note had already been sold according to Smith Hiatt & Diaz, P.A. who said they had already sold the Note using Impac Funding Corporation, This is prohibited according to Fla. Stat. 817.535 For unlawful filing of false documents or records against Real or personal property, and also 817.535(e) 5(2)(A) a person who files or directs a filer to file with the intent to defraud or harass another, or any Instrument containing a materially false fictitious or fraudulent statement or representation that Perports to affect a owners interest in the property described in the instrument commits a Felony. Deutsche Bank N.A. Trust Comp. carried over a loan process the that they knew had already ended and had been paid off in the old case and acted as if the other case was going still going on in their new case CACE-13-014193, and also in the old case cace06-12451-08 that case was dismissed with prejudice **see exb.486**, Standing must exist the day the complaint is filed Deutsche Bank never had possession or standing and because there was no Note to validate the new assignment The new assignment was perpetrated on fraud, plaintiffs must be compensated for Defendants fraud. Plaintiffs contends that the acts and omissions of the defendants, and each of them constitute extreme and outrageous conduct. Plaintiffs further contends that defendant's and each of them, engaged in such conduct either intentionally or with reckless disregard as to the effect on Plaintiff. WHEREFORE, Plaintiffs pray that this court grant compensatory and punitive damages against Defendant's for their contribution to the conspiracy to illegally evict Plaintiffs and the City of plantation lied to the police

telling them we were evicted already to make us look like house squatters and had Plaintiffs illegally house searched and evicted without a Judge's order. As a result of said extreme and outrageous conduct by defendants and each of them, Plaintiffs has suffered severe emotional distress of \$5,000,000.00. On Oct. 3, 2016 a Bankruptcy was filed by Erron Reid and James Buckman TSee exb. D And entered into the file Broward County file 10/04/2016 and entered in as a Chapter 7, it should have stopped the sale as Erron Reid is a party to the case And a Bankruptcy stops any and all actions against the debtor to obtain Property but Erron Reid's bankruptcy was not allowed to stop the sale of his property though it was entered into the broward county - court house, Erron Reid's rights were violated Kurt Marin was illegally evicted out of his house on this said property Without a writ of possession Kurt Marin is a doctor and owner of the property When he was illegally evicted by the City of plantation Police all of his property was Stolen from the house and garage which amounted to over \$800,00.00 dollars Worth of stolen goods since then it has causeâ him a lot of hardship he asks to be paid back treble in damages. Plaintiffs contends that the acts and omissions of the defendants, and each of them constitute extreme and outrageous conduct. Plaintiffs further contends that defendant's and each of them, engaged in such conduct either intentionally or with reckless disregard as to the effect on

On Plaintiffs for Defendant's for their contribution to the conspiracy to illegally evict Plaintiffs and the City of plantation lied to the police telling them we were evicted already to make us look like house squatters and had Plaintiffs illegally house searched and evicted without a Judge's order. As a result of said extreme and outrageous conduct by defendants and each of them, Plaintiffs has suffered severe emotional distress of

1. That this court issue an Order to show Cause and after a hearing, issue a

Temporary Restraining Order Preliminary Injunction restraining Defendant's, and each of them, during the pendency of this action, from continuing with their efforts to conduct a Foreclosure Sale of the Property.

2. That the attempted foreclosure if the Property be declared illegal and that defendant's be forever enjoined and restrained from selling the Property or attempting to sell it or causing it to be sold, either under power of sale pursuant to trust deed or by foreclosure action and from posting, publishing or recording any notice of default of foreclosure sale contrary to state or federal law.

3. That the underlying loan transaction be declared void as a result of Defendant Deutsche Bank misrepresentations, fraud, concealment and predatory loan practices. That Defendants make restitution to Plaintiff according to proof. For a judgment determining that Plaintiff is the owner in fee simple of the Property against the adverse claims of Defendants and that they have no interest in the property adverse to Plaintiffs.

7. For damages in an amount of \$5,000,000.00. 8. For cost of suit and reasonable attorney fees.

9. For any and all other and further relief that may be just in this matter. The defendants (Deutsche Bank) are attempting to perfect their foreclosure, transferred Title and Evicted plaintiffs from their property at 12050 NW 4th ct. Plantation Fl. 33325.

Deutsche Bank National Trust Company as Indenture Trustee for Impact Real Estate Asset Trust Series 2006 SDI knowingly filed a fraudulent foreclosure complaint 06/06/13 case #CACE-13-014193 see exh.449 the said property was illegally Foreclosed on if we look further, In Affidavit written by Vice President of JPMorgan Chase Bank see exhibit #487 & 488, claimed to have lost the Note Or maybe some how it was destroyed only three days after it was alleged to have been recorded in the County Court the Affidavit was signed by JPMorgan Vice President Tina Richard on 04/02/2013, but in court

files on the first foreclosure case for Impact Lending Group which was originally 06-12451CACE see Exb. 489 before it was changed and JPMorgan opened up the new case which is now 13- 014193CACE, See **Exb. 490** but at the time October 19, 2007 a document was entered into the File by Attorneys from Smith Hiatt & Diaz, P.A. in the first case as seen on **exhibit 491** Attorneys said on the document that they represented Impact Funding Corporation and they were cancelling the sale date for 10/24/2007 on the house because the loan has been sold to another client, so it is seen here the property Has already been sold to avoid having to show ownership of Note, therefore by the showing of the evidence in the files that Deutsche Bank tried to hide by opening up a new case which is now 13-014193 CACE, and creating a faulty assignment that could not have happened on 3/25/13 see exb. 455 Because the Note was already sold, this is proof that MERS never had any standing In this case, the new case that was started was invalid from the start and according to the 3.1 standing rule standing can be brought up at anytime even on Appeal, the Supreme Court Has made it clear That burden of establishing standing rest on the Plaintiff, the Plaintiff must carry the burden, standing must exist on the date that The complaint is filed in which standing could not have existed even on the date That the new complaint was filed because the Note was already sold in 2007. This is in violation of Fl. Stat. 817.535(e) 5(2)(a) unlawful filing of false Documents or records against Real or personal property. Ultimately along with all these fraudulent Criminal Acts Deutsche Bank like J.P. Morgan Chase Bank is owned by the CIC (Chinese Investment Corporation) (Exh.493) which is owned by China which means they're also violating F.A.R.A (Foreign Agents Registration Act) and none of these entities have a Foreign Agent Registration License to hold Court in State and County Proceedings and Can't Foreclose Evict or Sale Properties in America(12 U.S.C.§3105). **The Judge on this case**

is Sandra Perlman she has a Conflict of Interest of \$415,620.00 from Bank of America which is BlackRock (Exh.468), And BlackRock is Deutsche Bank (Exh.469) that's a Horrific Conflict of Interest!. This Judge has no business on this Case.

22nd CAUSE OF ACTION AND FOR THE PROPERTY AT
10290 SW 58TH STREET MIAMI RICO VIOLATION FL. 33173
IN VIOLATION OF THE FARA ACT

Where in the Bank HSBC refused to show Extrinsic evidence when asked by the Judge that they own the Note HSBC is owned by the CIC (Chinese Investment Corporation) HSBC BANK has no standing to conduct any actions at all on this said property This property was bought by Kurt Marin in August 28, 2006, exhibit# 470, a complaint was entered in on the property on 7/25/2007, see exb.# 471 and lis pendens followed and was entered on 8/01/2007, exhibit # 472 and although HSBC BANK USA NATIONAL ASSOCIATION AS TRUSTEE FOR THE HOLDERS OF NOMURA HOME EQUITY LOAN, INC., HOME EQUITY LOAN TRUST SERIES 2007-1 is named on the complaint as the plaintiff And also on the notice of Lis Pendens there is no legal documents or records any where in the files at that time indicating that their had been a sell or transfer or assignment made to HSBC BANK USA NA. trust,

eventhough it was requested by owner and tenant Clyde Ward and Kurt Marin as seen In exhibit # 473, on the QWR (Qualified Written Request) but still defendants Received no response from Loan City or HSBC BANK USA NA. concerning those records and documents were ever given to the owner, final Judgment was Entered into files 1/25/2008 see exhibit# 474 , then plaintiffs put another request for QWR qualified written request on 11/21/14, plea of nul tiel record see exhibit 475 on docket, but still no response from HSBC BANK USA NA., then all of a sudden An assignment of mortgage comes up on 7/21/2012, signed and dated by (MERS) MORTGAGE ELECTRONIC REGISTRATION SYSTEM assigning and transferring the mortgage and Note over to HSBC BANK USA NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDER OF NOMURA HOME EQUITY LOAN INC., HOME EQUITY LOAN TRUST SERIES 2007-1 and is entered into the court records in Miami Dade County on the date of 7/21/2012, five years after the foreclosure complaint. In the case: US Bank vs. Ibanez , The mortgage assignment, which was executed in blank, was not recorded until over a year after the foreclosure process had started. The distressed home owner , challenged the validity of the foreclosure Arguing that U.S. Bank had no standing to foreclose because it lacked any evidence of ownership of the mortgage and the loan at the time it started Theforeclosure. Mr. Ibanez won his case in the lower court in 2009 and in 2011. Justice Robert Cordy, Mass. Supreme Judicial court ruling up held U.S. Bank vs. Ibanez foreclosure ruling. The Court ruling appears rather elementary: you needTo own the mortgage before you can foreclose, see McIlean vs. JPMorgan. Citing the U.S. Supreme Court 1992 holding in lujan v. defenders of wildlife That standing is to be determined as of the commencement of the suit the state court decisions supporting that same conclusion from Oklahoma, Vermont,

Maine, Connecticut, Florida, Mississippi and Nebraska. The Supreme court has made it clear that the burden of establishing standing rest on the plaintiff according to the Federal 3.1 Rule, At each stage of the litigation from the initial pleading stage through summary judgment, and trail the plaintiff must carry the burden. Standing must exist on the date the complaint is filed and throughout the litigation, including on appeal by the defendants or in some circumstances by the court sua sponte. Finally plaintiffs Must demonstrate standing for each claim and each request and each request For relief. In this case it is pretty obvious that HSBC did not have standing at the Time of filing of the complaint because the original Note was not brought forth During the time of the filing of the complaint, on the court docket for this case On the website for Miami Dade county it was seen by plaintiffs that it read that The original Note had been entered into the file on 01/24/2008 but when Plaintiffs went to the court house to view the files on a later date no original Note could be found, but even if they did find the Note after That late date its still to late in violation of the PSA even though the PSA grants the plaintiffs 90 days more to get the Note entered after the closing date it was still not entered into the Trust even then, all existing time had long expired , More over the transaction in dealing with the HSBC BANK USA NA., Trust as being assigned the Note in 7/31/2012 is fraudulent , because they produced an assignment knowing it was to late to enter it into the Trust. this is the Document that they (HSBC BANK) always refer to **on exhibit# 470** and no where Else is there a date or time written or recorded that indicated or proven that HSBC BANK USA been assigned or had been transferred possession or sold said Property to HSBC BANK no date was given except on the assignment date of 7/31/2012, now according to the SEC Bloomberg website defendants researched The property trust, HSBC BANK USA

NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF NOMURA HOME EQUITY LOAN INC., HOME EQUITY LOAN TRUST, SERIES 2007-1, and there was a Prospectus Supplement to prospectus dated 4/18/2006 that contained Asset- Backed Certificates, series 2007-1 See exhibit# 463 , in which it contains thousands of loans from mortgage Backed securities on the Bloomberg exchange from the same series 2007-1. Plaintiff HSBC BANK USA is the trustee for the Trust, the Trust was formed As a vehicle for purchasing mortgage backed securities. The trust is subject To the terms of a Pooling and Servicing Agreement (PSA) . the PSA was signed by the Depositor, Nomura Home Equity Loan INC., by the Servicer, Wells Fargo Bank NA., a national banking association, and by the trustee HSBC BANK USA National Association, a national banking association. Section 2.01 subsection 1 of the PSA requires that transfer and assignment of mortgages must be effected by hand delivery, for deposit with the trustee with the original Note endorsed in blank. Section 2.05 of the PSA requires That the Depositor transfer all right, title, interest in the mortgages to the trustee, on behalf of the trust, as of the Closing Date. The closing date as provided in the PSA is January 31, 2007 see pg 6 of prospectus exhibit # 471. MERS assigned Defendants LoanCity loan to HSBC, as Trustee on 7/31/2012, approximately 5 years and 6 months after the trust had Closed and about 4 years and 6 months after the final Judgment. Defendants Argue that plaintiff is not in fact the owner or holder of the Note because Defendants claimed themselves that they did not have possession of the Note and mortgage after the trust had closed in their complaint saying they had were not in possession of the Note in violation of the terms of the PSA, and therefore the acquisition of

the Note and mortgage is void. Many decided the question of whether the plaintiffs in a foreclosure action owns the note and mortgage as if it were a question of standing and governed by CPLR 3211(e) *Citigroup Global Markets Realty Corp. v. Randolph*, 25 Misc 3d 1244(A), 906 N.Y.S.2d 778 (Sup. Ct. Kings Cty 2009) *Federal Natl. Mtge. Assn. v. Youkelsone*, 303 AD2d 546, 546-547 (2d Dept 2003); *Nat'l Mtge. Consultants v. Elizaitis*, 23 AD3d 630, 631(2d Dept 2005); *Wells Fargo Bank, N.A. v. Marchione*, 2009 NY Slip op 7624, (2d Dept 2009). However defendant's ownership of the Note is not an issue of standing but an Element of its cause of action which it must plead and prove. The term "standing" has been applied to two legally distinct concepts. The first is legal capacity, or authority to sue. The second is whether a party has asserted a sufficient interest in the outcome of a dispute. Standing and capacity to sue are related, but distinguishable legal concepts. In a foreclosure case, the Plaintiff must plead and prove as part of its prima facie case that it owns the note and mortgage and has the right to foreclose. *Wells Fargo Bank, NA.*, 80 AD3d 753, 915 N.Y.S.2d 569 (2d Dept 2011). *Argent Mtge. Co., LLC v. Montesana*, 79 AD3d 1079, 915 N.Y.S.2d 591 (2d Dept 2010); *Campaign v Barba* 23 AD3d 327, 805 NYS2d 86 (2d Dept 2005). Defendant herein filed a pro se answer containing a general denial, which is a denial of all of Plaintiff's allegations, including the allegation in paragraph 11 that it owns the note. CPLR 3018(b) provides that an affirmative defense is any matter "which if not pleaded would be likely to take the adverse party by surprise" or "would raise issues of fact not appearing on the face of a prior pleading". Affirmative defenses are those which posit that the adverse party is not entitled to relief, by reason of excuse or exception, even assuming the truth of the allegations made in the complaint.

"The defendant has the burden of proof of affirmative defenses, which ineffect assume the truth of the allegations of the complaint and present new matter in avoidance thereof." 57 NY Jur. 2d Evidence and Witnesses 165. Defendant's general denial asserts that Plaintiff is not entitled to relief because the facts alleged in the complaint are not true. In *Hoffstaedter v. Lichtenstein*, 203 App. Div. 494, 496, 196 N.Y.S. 577 (1st Dept 1922), the First Department held that the general denial put the allegations in the plaintiff's complaint in issue. In that case, the defendant executed a note in favor of the plaintiff as a promise to pay for certain goods. When plaintiff brought an action to recover on the note, the defendant answered with a general denial. It went on to state that "It is elementary that under a general denial a defendant may disprove any fact which the plaintiff is required to prove to establish a prima facie cause of action." *Id.*, at 578. The Court of Appeals cited *Hoffstaedter v. Lichtenstein* in holding that a general denial puts in issue those matters already pled. *Munson v. New York Seed Imp. Co-op., Inc.*, 64 NY2d 985, 987, 478 N.E.2d 180, 181 (1985). The general denials contained in the answer enable defendant to controvert the facts upon which the plaintiff bases her right to recover. *Strook Plush Company v. Talcott*, 129 AD 14, 113 NYS 214 (2nd Dept 1908). A general denial is sufficient to challenge all of the allegations in a complaint. *Bodine v. White*, 98 NYS 232, 233 (App. Term 1906). The Second Department in *Gularti v. Gulati*, 60 AS3d 810, 811-12, 876 N.Y.S.2d 430, 432-33 (2nd Dept 2009), held it was that where a claim would not take the plaintiff by surprise and "does not raise issues of fact not appearing on the face of the complaint", a denial of the allegations in the plaintiff's complaint was sufficient. It held that where the plaintiff alleged as an element of her prima facie case that the defendant abandoned the marital residence without cause or provocation, and the defendant denied these allegations in his answer, defendant did not need to further allege

abandonment as an affirmative defense. The Fourth Department in *Stevens v. N Lights Associates*, 229 AD2d 1001,645N. YS .2d 193, 194 (4th Dept 1996), found that a denial by defendant that it was in control of the premises where plaintiff fell did not need to be separately pled as a defense, as the denial of control did not raise any issue of fact which had not already been pled in the complaint. See also *Scully v. Wolff*, 56 Misc. 468, 107 N.Y.S. 181 (App. Term 1907), *Bodine v. White*, 98 N.Y.S. 232 (App. Term 1906).

Plaintiffs contends that Defendant HSBC Bank USA N.A. was not entitled to summary judgment as it does not own the note and mortgage, because the purported transfer to HSBC Bank N.A. was void as it violated the terms of the PSA which governs acquisitions by the Trust. The Defendant in this case is Trustee of an asset backed certificate trust. The trust acquires mortgages, pools them and then issues securities secured or backed by the mortgages it holds. The investors receive interest or principle. or both, from the mortgages assigned to those specific securities or obligations. The manner in which the trust acquires the mortgages, issues the securities and pays the income from the mortgages to investors, is governed by the trust's pooling and servicing agreement (PSA). The Plaintiff trust is organized as a Real Estate Mortgage Investment conduit (REMIC). As a REMIC, the trust's investors receive significant tax benefits, but to receive those benefits, the trust must comply with the US Treasury regulations governing REMICS. 26 USCA §860-D-1. The terms of the PSA require that the trust does not operate or take any action that would jeopardize its REMIC status. Section 9.01(f) of the PSA. Article 9 of the PSA. section 9.01 (b) provides that the closing date is designated as the "start up day" of each REMIC, and lists the closing date as January 31, 2007. Pursuant to 26 USCA §860-G-(b)(9), the "start up day" of a REMIC is the day upon which the REMIC issues all of its regular and residual interests. The PSA specifically requires the Depositor to have transferred all of the

interest in the mortgage notes to the Trustee on behalf of the trust as of the closing date. PSA Article II, Section 2.05(iii) Plaintiffs asserts that the transfer of the note herein is void because the note was acquired after the closing date in violation of the terms of the PSA. Mere recital of assignment, holding or receipt of an asset is insufficient to transfer an asset to a trust. The grantor must actually transfer the asset. EPTL § 7 -1.18. The assignment of the note and the mortgage which affected the transfer was dated July 31, 2012, however, pursuant to the terms of the PSA the trust closed on January 31, 2007 Section 9.02 of the PSA specifically prohibits the acquisition of any asset for a REMIC part of the fund after the closing date unless the party permitting the acquisition and the NIMS (net interest margin securities) Insurer have received an Opinion letter from counsel, at the party's expense, that the acceptance of the asset will not affect the REMIC's status. No such letter has been provided to show compliance with the requirements of the Defendants. has provided no evidence that the trustee had authority to acquire the note and mortgage herein after the trust had closed. Since the trustee acquired the subject note and mortgage after the closing date, the trustee's act in acquiring them exceeded its authority and violated the terms of the trust. The acquisition of a mortgage after 90 days is not a mere technicality but a material violation of the trust's terms, which jeopardizes the trust's REMIC status. Section 9.01(f) of the PSA provides that neither the Trustee, the Servicer or Holder of the Certificates shall cause any REMIC formed under the PSA, by action or omission, to endanger the status of the REMIC or cause any imposition of "tax upon the REMIC. Since the trust was organized as a REMIC, the investors received certain tax benefits on the income that passed through the trust to them. Section 26 U.S.C.A. § 860D(a)(4) Defines a REMIC as an entity that as of the close of the 3rd month beginning after the startup day and at all times thereafter,

substantially all of the assets of which consist of qualified mortgages and permitted investments. Section 26 U.S.C.A. § 860G (a)(3)(i,ii) defines a qualified mortgage as (A) any obligation (including any participation or certificate of beneficial ownership therein) which is principally secured by an interest in real property and which (I) is transferred to the REMIC on the startup day in exchange for regular or residual interests in the REMIC, (ii) is purchased by the REMIC within the 3-month period beginning on the startup day if, except as provided in regulations, such purchase is pursuant to a fixed-price contract in effect on the startup day. Thus to qualify for the REMIC tax benefits, the mortgages upon which the securities are based must be acquired by the Trust within three months of its startup date. While section 26 U.S.C.A. § 860D(a)(4) permits a REMIC to contain some portion of non qualified mortgages, it is unclear how many unqualified mortgages are permitted without losing tax status. It is clear, however, that the late acquisition violates the terms of the PSA. Under New York Trust Law, every sale, conveyance or other act of the trustee in contravention of the trust is void. EPTL §7-2.4. Therefore, the acceptance of the note and mortgage by the trustee after the date the trust closed, would be void. *Conveyance from the Depositor to the Trust* The Trustee violated the terms of the trust by acquiring the note directly from the sponsor's successor in interest rather than from the Depositor, Nomura Home Equity Loan Inc. as required by the PSA. In Article II, section 2.01 Conveyance of Mortgage Loans, the PSA requires that the Depositor deliver and deposit with the Trustee the original note, the original mortgage and an original assignment. The Trustee is then obligated to provide to the Depositor an acknowledgment of receipt of the assets before the closing date. PSA Article II, Section 2.01. The rationale behind this requirement is to provide at least two intermediate levels of "transfer to ensure the assets are protected from the possible bankruptcy by

the originator which permits the security to be provided with the rating required for the securitization to be saleable. *Deconstructing the Black Magic of securitized Trusts*, Roy D. Oppenheim Jacquelyn K. Trask-Rahn 41 Stetson L. Rev. 745 Stetson Law Review (Spring 2012). Here the note and mortgage were purportedly assigned from LoanCity to HSBC Bank, U.S.A.N.A. without having been transferred to, and then from, the Depositor. The assignment of the note and mortgage from LoanCity rather than from the Depositor, Nomura Home Equity Loan Inc., violates section 2.01 of the PSA which requires that the Depositor deliver to and deposit the original note, mortgage and assignments to the Trustee. The assignment of the Defendant's note and mortgage, having not been assigned from the Depositor to the Trust, is therefore void as in being in contravention of the PSA. The evidence submitted by Defendant that the note was acquired after the closing date and that assignment was not made by the Depositor, is sufficient to raise questions of fact as to whether the Defendant owns the note and mortgage. On July 16, 2015 Albertelli Law Firm representing HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR NOMURA HOME EQUITY LOAN INC. ASSET BACKED CERTIFICATES, SERIES 2007-1, sent out Notices for a hearing on Kurt Marin's objection to sale, the hearing was set to be on 08/12/2015 at 9:am **see exhibit #476** Appellants showed up to the hearing but Albertelli Law Firm's Attorneys never show up even though they called for the Hearing themselves, they never showed up, another hearing was set for 10/21/15 **see exhibit #477 pages 1-6** in which the court only put in half of the objection to sale that was entered in on 08/12/2015 when HSBC Bank USA did not show up because they did not want to answer the questions in that first hearing which is shown on **exhibit # 478 pg's 3b, 4b, 5b, 6b, & 7b.** because the state court did not allow the first objection to sale that had been amended for the hearing and

already filed in court by the defendants the defendants were not given a fair hearing and plaintiffs never answered the most important questions in the hearing which both plaintiffs and defendants showed up, the Judge Barbara Areces denied the objection to sale, and even though owner Maurice Symonette Had filed Bankruptcy to protect his home see **exhibit 479 & 480**, she denied his bankruptcy And should have let the bankruptcy Judge over see the matter first, see 11 U.S. § 362(a)(3), 11 U.S.C. § 362(h)(K), 11 U.S.C. § 362(c), 11 U.S. § 362(1)(2)(3)(4)(5)(6)(7). The same went for part owner Clyde Ward, who filed bankruptcy to stop the sale 02/18/15 at the same property 10290 SW 58th St. Mia. Fl. Again was denied his bankruptcy should have been looked at by bankruptcy Judge first **See exhibit # 467**, and copy of quitclaim deed see exhibit #468. On July 25, 2007 defendants property went into foreclosure, defendants Were unaware at first that they were in foreclosure because they were never served, defendants discovered some months later in the early part of 2008 around Feb. or March, and entered a (QWR) Qualified written request for the original records and documents of the said property other similar request were sent to plaintiffs asking for proof that plaintiffs had that they owned the Note and records to the property nothing was ever sent, then one day while defendants were in the county court house in downtown Miami, defendants tried to order the Foreclosure files to this case: 2007-023509CA23, the clerk informed us that they Had destroyed the files and they were no longer in existence **see exhibit 469**, we were stunned that the court had destroyed the files as the clerk said They were destroyed on Jan. 1, 2014 we were never Notified in any manner that this could happen, we're beginning an appeal against Plaintiffs in Nov. 2015 and had no way of obtaining files to the property, so we were starting our appeal now ineffectively with little foreclosure

information the court clerk Had helped the Banks by Destroying the records before we could start our appeal, the said property had not Been sold and was still in possession of the defendants , defendants should have Had access to those files and because defendants did not they were at a Disadvantage and ended up losing the appeal for lack of important information. Fl. Statue 119.11 (4) says " upon service of a complaint, counterclaim, or cross-clAim in a civil action brought to enforce the provisions of this chapter, the custodian of the public record that is the subject matter of such civil action shall not Transfer, custody, alter, destroy or otherwise dispose of the public record sought to be inspected and examined, notwithstanding the applicability of an exemption or The assertion that the requested record is not a public record subject to the inspection and examination under s.

119.07(1), until the court directs otherwise. The person who has custody of such public record may, however, at anytime permit inspection of the requested record as provided in s.119.07(1) and other provisions of law. (Exh. 470) which is owned by China a violation of F.A.R.A (Foreign Agents Registration Act). The Judge on this Case is Barbara Areces who got \$90,000 From HSBC a Horrific Conflict of Interest. **This was also the case at the 3320 NE 165th st. Address J.P.**

Morgan refused to show proof That they own the Note

Plaintiff's MAURICE SYMONETTE title to the above-described property is derived as follows: On or about JULY, 2006 (hereinafter referred to as "Closing Date") Plaintiff MAURICE SYMONETTE had this property Quit Claimed to him threw

Kurt Marin who entered into a consumer credit transaction with Washington Mutual by obtaining a \$2,900,000.00 mortgage

loan secured by Plaintiff's principal residence, (Subject Property). This note was secured by a First Trust Deed on the Property in favor of Washington Mutual. who sold the note All Defendants named herein claim an interest and estate in the property adverse to

plaintiff MAURICE SYMONETTE in that defendant asserts he is the owner of the property subject of this suit. All Defendants named herein claims an interest and estate in the property adverse to plaintiff MAURICE SYMONETTE's in that defendant asserts he is the owner of deed of the property the subject of this suit. The claim of all defendant are without any right whatsoever, and defendants have no right, estate, title, lien or interest in or to the property, or any part of the property and Do not own the note See (Exhibit 8B William Paatalo). The claim of all defendants herein named, and each of them, claims some estate, right, title, lien or interest in or to the property adverse to plaintiff's MAURICE SYMONETTE'S title, and these claims constitute a cloud on plaintiff MAURICE SYMONETTE'S title to the property. Plaintiff Maurice Symonette, therefore, allege, upon information and belief, that none of the parties to neither the securitization transaction, nor any of the Defendants in this case, hold a perfected and secured claim in the Property; and that all Defendants are estopped and precluded from asserting an unsecured claim against Plaintiff's MAURICE SYMONETTE'S estate. Plaintiff MAURICE SYMONETTE requests the decree permanently enjoin defendants, and each of THEM AND ALL persons claiming under them, from asserting any adverse claim to plaintiff's Title to the property; and Plaintiff MAURICE SYMONETTE request the court award plaintiff the property and costs of this action, and such other relief as the court may deem proper. Fed. Rule 3.1 Standing can be brought up any time even on Appeal. Denied Defendants Objection to Sale without Sank proving they had Standing because the Bank filed Complaint before they owned the Note. Plaintiff foreclosed on the property before they owned it by way of making a Fraudulent Assignment and taking Defendants property without having Note ownership. This foreclosure should never have been allowed because the Bank didn't have Assignment If we look further, the Lis pendens that was used has a recorded date of 06/20/2007 from the Plaintiff Deutsche Bank National Trust Company as Trustee Under The Pooling and Servicing Agreement Series Rast 2006-AT (CSFB), see exhibit IS. And later on 08/22/2007 an Assignment of Mortgage was recorded on that date by the Clerk of court in Miami Dade as seen on exhibit, and as seen on the

same Document, the Assignment was made after the Lis Peudens was entered and the Assignment was Recorded 63 days after Lispendance was filed which according to (Mclean). JPMorgan Chase Bank h.j.Exh.430 This is an Illegal foreclosure, you cannot Foreclose on a property before you own it (Note), there was never any evidence of Deutsche Bank ever owning the Note or having any kind of an Assignment before the recorded date of 08/22/2007 so this Assignment has no effect against the Creditor unless recorded before the Complaint, see Fla. Stat. 701.02, this is a Fraudulent assignment designed to into thinking that they were in a legal foreclosure and they would soon have to give up their home unknowingly to Fraudulent Assignments. This is prohibited according to Fla. Stat. 817.535 For unlawful filing of false documents or records against Real or personal property, and also 817.535(e) 5(2)(A) a person who files or directs a filer to file with the intent to defraud or harass another, or any Instrument containing a materially false fictitious or fraudulent statement or representation that Perports to affect a owners interest in the property described in the instrument commits a Felony. Assignments to property cannot be made Retroactively the Assignment time begins from the time that the document is recorded in the County Court. There have been numerous cases that were dismissed because of faulty Assignments such as Mclean v. RPM. And US Bank v. Ibanez where the Massachusetts Supreme Court found that the mortgages were Assigned to the lender after the competition of the foreclosure sale or, the Court decided that the foreclosures were Void because the lenders lacked legal authority to foreclose and then there was Balch v. LaSalle Bank N.A. 171 So. 3d 207, 209 (Fla. 4th DCA 2015) reversing a Foreclosure Accounting to the SEC Screen Shots in the corner of the this page this NOTE is now and still on the Market as a security/bond/stock as of Jan. 6. 2016 **exhibit 434 (under total Bonds found)**. According to the GAAP FASB FAS 140 Rule says that when a NOTE is sold on the Market as a Security the NOTE must be burned

and Destroyed because the Mortgage and Note cannot exist while the Stock or bond exist that's illegal Double dipping and can never be used as a foreclosure instrument because that is SEC Fraud. because the IRS has Written the Destroyed Mortgage and Note loss off, then the insurance paid the loss of fund then the Bank JPM sold the Note on the Market so the bank got the money owed to them by Kurt Marin three times plus all the different times WAMU FA sold the Note on the Market Illegally while the CNAAP Rules says you cannot foreclose on a Note that's **SOLD** on the Market. JPM foreclosed anyway without being PUNISHED. That's why the FDTC P&A Purchase & assumption Agreement) page 17 article 3 sec.3.3 says that for JPM to own the NOTE and give JPM the right to Foreclose the **FDIC** must sign (endorse) the NOTE over to JPM. I now have absolute Proof that JPM committed fraud on the court, as now proof from Certified Securitization Auditor that is qualified and experienced to provide the necessary Professional service that is trained to navigate and perform searches on the Bloomberg terminal in regards to the automatic tracking and determination of mortgage and loan related documents and information as seen on **exhibit 435. pg.1. An affidavit from Expert Witness Eli Yshuwa Shaphat Yisrael a Certified SEC/CFLA**

AUDITOR explaining and proving with the Prospectus Screen Shots on Stock Market the transactions that took Place on said property at 3320 NE 165th Street, Miami, FL 33165 of all the screen shots that took place with these securities transactions during the time the property Was sold to owner Kurt Mann up until the present time see **exhibit 435. pgs. 1- 2**, and a Licensed Bloomberg Mortgage Securitization Auditor (SEC) of the CFLA, see exb. 433, pg.1. This shows that Washington Mutual Bank a/k/a Federal Savings exhibit. 433, pg.1. Bank sold note right after the closing of the property 07/14/06 to WAMU Capital Corp. who on pg.1 of the Screen Shot Sold NOTE on Market as a Security 09/26/06 with US BANK National Association as Trustee Exhibit 432 , pg.5 pg.6 This proves that Washington Mutual Bank FA sold the Note as a Security 09/26/06 and after selling the NOTE one year later April 25.

2tl07 without noticing us filed a notice of lis **Pendens** exhibit 435. Then WAMU was taken over by the FDIC Sept 25 2008 and all WAMU assets to JPM exhibit 435. But this did not include our NOTE because our NOTE was already sold as a security on the market **exhibit** 436 and according to the SEC Screen Shoes in the corner of this page this NOTE is now and still on the Market as security/bond/ stock as of Jan. 6. 2016 exhibit #434 A1. On page 10 of the Purchase & Assumption Agreement between the FDIC and JPM article 3 section 3.3 says JPM cannot own the NOTE from the FDIC that came from Washington Mutual Bank, the FDIC must Possess the NOTE and sign the NOTE over to JPM before which JPM cannot own, sale or foreclose on the NOTE. And our NOTE was never possessed by the **FDIC** and the FDIC never signed the NOTE over to JPM so therefore JPM does not own our NOTE and is not the Services, why? A. Because **Washington Mutual Bank FA** which is *Federal Savings* Bank to whom Plaintiffs signed the NOTE with see exhibit I, got Paid off when they sold the NOTE to Washington Mutual **Bank** a different entity which is almost the same name but has Washington Mutual with the letters FA at the end of their name see exhibit (437) This is also in violation of due process of the law of the 5th and 14th Amendment of the United States Constitution because the TILA Violation of Mortgage Servicing Rules 12-CFR-1026.39 says that the Bank must tell Owner when they Transfer the NOTE but to Commit Fraud they hid the transfer to hide the fact that they were putting the NOTE on the Market that's why Washington Mutual Bank is the FORECLOSER on, us not Washington Mutual Bank FA. But even in the NOTE itself it says that they must tell the owner when the NOTE is transferred to another entity. Then Washington Mutual Bank sold the NOTE on the Market through WAMU Capital Corp. put the NOTE under the Cusip # 933f3NAA3 see top of page 14 of the screen shot exhibit G, Page 6) I lines 3&8 in a pool of 404 other NOTES called WAMU Mortgage Pass- Through Certificates Series 2006 ARI2 Trust sold for \$1,694,776,749 divided by 404 NOTES in that pool = \$4.194 million made that paid off our 1.9 million dollar NOTE on the Stock Market and with Washington Mutual Bank as Servicer and US Bank NA as Trustee (**NO WHERE IS JPM SHOWN AS OWNER OR THE SERVICER OF THE NOTE**)

ON SCREEN SHOTS MARKET SELL WHICH IS STILL TRADING FROM SEPT. 2006 UNTIL JAN. 2016). See page 5 at bottom of SCREEN SHOT exhibit 438. So JPM is committing S.E.C. Fraud.

D.,IPAATALO. A. PROFESSIONAL LICENSED FORENSIC INVESTIGATOR WITH PROOF THAT JPMORGAN DOES NOT OWN THE LOAN TO THIS PROPERTY 3320 NE 165 ST MIAMI PL. 33160

Exhibit 438. Williem Paatalo's Resume, has conducted over 908 investigations

Exhibit # 439 JPMorgan Chase Press release

Exhibit # 440 Deposition Transcript

Exhibit #4 41Crystal Davis Deposition

Exhibit # 442 3270 Explorer: Transfer History" screen shot

Exhibit # 443 Chase "Investor disclosure letters

Exhibit 444 Affiliated assignment of mortgage" Exhibit # 8 Affiliated Business Disclosure Exhibit #445 Washington Mutual Bank. F.A.

c. GAAP FSAB FSB Rule 140 says that once the NOTE is Traded on Market the NOTE must be Burned & Destroyed because the NOTE is paid off and cannot exist at the same time as the NOTE and never be used as foreclosure instrument again because that's Double Dipping and defrauding the investors who are made to believe that the NOTES that is now a Bond are performing and is SEC Fraud for them to be investing in NOTES that are in Default with no hope unknowingly by investors for a return.

E, **JPMorgan v. Sharone D. Walsome** The JPM and WAMU Scheduler of NOTES Expert Witness LAWRENCE NARDI said in his Deposition there is absolutely no Ownership of Property NOTES from Washington Mutual Bank through the FDIC to JPM, so therefore JPM has no Standing to foreclose on Washington Mutual Bank NOTES. See in the deposition of former employee of WAMU System Analyst Lawrence Nardi. taken on May 9, 2012, **Exhibit 446** Lawrence Nardi testified in court as seen in Deposition on page 261 From this case that there was no assignments of mortgage, and there was no allonges, and in the thousands of Loans that were a part of the purchase he had never seen an assignment of mortgage and that no assignments exist or allonges or anything transferring ownership from WAMU to JPM from the FDIC. In fact in the whole P&A Agreement between the FDIC and JPM from Washington Mutual Bank there are no mortgage loans promissory notes at all. There are only auto notes college loans and credit cards Therefore JPM cannot own any notes and therefore JPM has no standing to foreclose on the promissory notes. F. **ERIC MAINS V. JPMORGAN and WASHINGTON MUTUAL ET AL.** This FDIC Expert Witness and former Employee of the FDIC. responsible for closing WAMU and acting as the failed WAMU's Receiver. see page 6 paragraph 26 of ERIC MAINS v. JPM. 15-CV- 00038 SEB-WGH, Complaint. Eric Mains was in charge of Robert C. Schoppe of the FDIC who signed the Operation of law Document that JPM uses in Court to falsely prove Ownership of NOTES like in Our Case see **exh. (447)**. ERIC MAINS says that JPM doesn't OWN the Washington Mutual Bank NOTES. Can't own NOTE through Operation of Law see **JAVIERI V. JPM and KIM v. JPM**, Judge O.H. EATON in Florida Brevard County) say JPM admits that they can't own the Note by operation of law. **exhibit 448.** (a case that JPMorgan is hiding). and the Florida 4TH DCA **GAINUS WRIGHT 111 V. JPM**, JPM vs. Gary S. Snyder, and Jane Snyder Fiorito v, JPM Chase Bank National Association 4" DCA says you can't own the Note by operation of law!! You must get the note signed over to you to the FDIC and you must file the note with the clerk of the court to have standing to foreclosure. H. The

sale of Washington Mutual Bank Assets from the FDIC to JPM was never finished while JPM was foreclosing on us in Sept. 25, 2008 without owning the NOTE because JPM asked for more time to close the sale up until August 30, 2010 see **exhibit** (449) and until this day (2016) sale has not closed. So that even if WAMU would not have sold the NOTE on the Stock Market they were and are foreclosing without STANDING. I. Mclean v. JPM Florida says you can't foreclose on a NOTE before you own it so JPM has no standing to Foreclose. J. HOUSE **BILL 87** Florida's Governor Rick Scott, Signed a new foreclosure bill into Law on 6/07/2013 called "House Bill 87" Requires lender to produce the note with Its complaint, and limits deficiency Judgments, Starting July1, 2013 (the plaintiff the owner of the loan) must prove its right to foreclose by filing additional items along with the foreclosure Complaint including: 1. A certification that the plaintiff is in possession of the original promissory Note, if the Note has been lost, a lost note affidavit with a clear chain of endorsements, transfers or assignments of the promissory Note. and the NOTE cannot exist at the same time as the Security which Is now turned it into a BOND exhibit 434, because that is SEC Security Fraud because they're defrauding into believing that the BOND (NOTE) is performing when it's actually Defaulted and they are double dipping getting money foreclosing on Property and Stock Market money from investors this is ILLEGAL CRAZY! JPM is just openly taking property this is WAR against the WHITE PEOPLE and BLACK PEOPLE in AMERICA by CANAAN and ISHMAEL. (RACISTS CHEROKEES) the BANKSTERS/ INDIAN GIVERS against Moral and BIRLE LAW. Proverbs 22:27-28, says: don't be a mean man who loans Money and when not paid back takes the bed from under our back (PROPERTY). The may it's supposed to be done, is: AT THE SEVENTH-I YEAR (JUBILEE) YOU FORGIVE THF LOAN (TAX WRIGHT OFF AS A LOSS) YOU CAN'T TAKE THEIR HOMESTEAD (WHERE THEY RESIDE) PROPERTY, Deut.15:1-2. BUT ARRAY JPM GOT PAID OFF MORE THAN THREE TIMES and the

Judges are allowing this Piracy. Nehemiah 5:1-8, says: Kings REPENT from these
illegal slave making Mortgages to stress us to the Grave to eat us That's who the
FDIC P&AA (Purchase & Assumption Agreement) page 17. article 3 sec. 3.3 says: For
JPM to own the Mortgage and NOTE (to give JPM Standing to Foreclose), the FDIC
must sign (endorse) the MORTGAGE and NOTE ever to JPM. Before they CAN
foreclose, sale or assign it. JP Morgan Never got the Mortgage and Note signed over
to them Horn the FGIC and it is actually not Recorded. The only recorded Document JPM has to show OWNERSHIP on any Record is that By Operation of Law document. So JPM is just stealing our property and don't use we are deadbeat home owners as your righteous indignation way to say you don't them you give your house to JPM. ILLEGALLY! And in righteousness it's wrong for JPM to take the house because they borrowed and didn't pay. In the KJV. Bible Proverbs 22:26-29 don't be a mean man and take the bed from under my back because I didn't pay. amazingly you can't foreclose on CHEROKEE Indians and your not supposed to foreclose on American Citizens whose properties are Homesteaded Plaintiffs state that they have been beset by continuous bankruptcies, frivolous and inappropriate Motion by appellants. JPMorgan and it's ATTORNEYS Shapiro Fishman and Gache the Lying thieves who call good evil and evil good ISAIAH 5:20 because we are good guys helping people www.americangala.com and are not Dead Beat Homeowners seeking to live for free because we were making our payments on time then suddenly they (WAMU) stopped taking our payments without us knowing filed foreclosure all without our knowledge we asked for the NOTE (to make the correct payments after finding out by accident while checking on another case that WAMU filed a Complaint against us for this property 3320 ne 165th MIAMI FL. Even though we were actually paying on time but with no Notice to us on the Complaint, But when we contacted

them by phone WAMU TOLD us we were right and it would be corrected, then suddenly they sent our payments back and JPM took over and all without notice to us and got a Judgement and sent our money back. Then JPMorgan sent the NMB police by and evicted, arrested and handcuffed us on the ground in front of the neighbors at that house and made us walk and leave our cars and then a day after illegal Eviction Police let us back to the house after they found out that JP Morgan lied and we saw who identified themselves as JPM Reps. Changing your locks and they had stole almost every thing out of our house wow! And they call us wrong GOD help us we have actually no rights see exhibits 450. All this done 01/27/11 exhibit 451 without the foreclosure sale happening yet or a COURT ORDER and while we were in BANKRUPTCY 11/19/10 through 08/05/11. Sec exhibit 434. JPM does not have standing in any part of this property to make any claims or demands for any payments of any sort, because I now have absolute Proof that JPM committed fraud on the court, as now proof from Certified Securitization Auditor that's qualified and experienced to provide the necessary Professional service that is trained to navigate and perform searches on the Bloomberg terminal in regards to the automatic tracking and determination of mortgage and loan related documents and information as seen on exhibit 444. pg.1 #. An affidavit from Expert Witness Eliyshuwa Shaphat Yisrael a Certified SEC/CFLA AUDITOR explaining and proving with the Prospectus Screen Shots oti Stock Market the transactions that took Place on said property at 3320 NE 165°street Mia. FI. 33160 of all the scTecn shots that took place with the securities transactions during the time the property Was sold to owner Kurt Marin up until the present timesee exhibit 445. pgs. 1-2, and a Licensed Bloomberg Mortgage securitixation Auditor (SEC) of the CFLA. sec exb.#447, pg.1.This shows that Washington mutual Bank a/k/a Federal Savings exhibit. 446, pg.1. Bank sold note right after the closing of the property 07/14/06 to WAMU Capital Corp. who on pg.I of the Screen Shot Sold NOTE on Market aS a Security 09/26/06 with US BANK National Association as Trustee

Exhibit 446, pg. 5 pg. 6 This proves that Washington Mutual Bank FA sold the Note as a Security 09/26/06 & after selling the NOTE one year later April 25, 2007 without notifying us filed a notice of lis **Pendens exhibit H**. Then WAMU was taken over by the FDTC Sept 25 2008 and all WAMU assets to JPM exhibit 448. But this did not include our NOTE because our NOTE was already sold as a security on the Market **exhibit 439** and according to the SEC Screen Shots in the corner of the this page this NOTE is now and still on the Market as security/bond/ stock as of Jan. 6, 2016 **exhibit 449 A1**. On page 10 of the Purchase & Assumption Agreement between the FDIC and JPM article 3 section 3.3 says JPM cannot own the NOTE from the FDIC that came from Washington Mutual Bank,

the FDIC must Possess the NOTE and sign the NOTE over to JPM before which JPM cannot own, sale or foreclose on the NOTE. And our NOTE was never possessed by the FDIC and the FDIC never signed the NOTE over to JPM so therefore JPM does not own our NOTE and is not the Servicer, why? GAAP FSAB FSB Rule 140 says that once the NOTE is Traded on Market the NOTE must be Burned & Destroyed because the NOTE is paid off and cannot exist at the same time as the NOTE and never be used as foreclosure instrument again because that's Double Dipping and defrauding the investors who are made to believe that the NOTES that is now a Rond are performing and is SEC Fraud for them to be investing in NOTES that are in Default with no hope unknowingly by investors for a return K. **JPMorgan v. Sharone D. Waisome** The JPM and WAMU Scheduler of NOTES Expert Witness LARENCE NARDIS said in his Deposition there is absolutely no Ownership of Property NOTES from Washington Mutual Bank through the FDIC to JPM, so therefore JPM has no Standing to

foreclose on Washington Mutual Bank NOTES. See in the deposition of former employee of WAMU System Analyst Lawrence Nardi, taken on May 9, 2012, **Exhibit 444**, Lawrence Nardi testified in court as seen in Deposition on page 261 Front this case that there was no assignments of mortgage, and there was no allonges, and in the thousands of Loans that were a part of the purchase he had never seen an assignment of mortgage and that no assignments exist or allonges or anything transferring ownership from WAMU to JPM from the FDIC. In fact in the whole P&A Agreement between the FDIC and JPM from Washington Mutual Bank there are no mortgage loans promissory notes at all. There are only auto notes college loans and credit cards Therefore JPM cannot own any notes and therefore JPM has no standing to foreclose on the promissory notes. **L. ERIC MAINS V. JPMORGAN and WASHINGTON MUTUAL ET AL.** This FDIC Expert Witness and former Employee of the FDIC, responsible for closing WAMU and acting as the failed WAMU's Receiver. see page 6 paragraph 26 of ERIC MAINS v. JPM, 15-CV-00036SEB-WGH, Complaint, Eric Mains was in charge of Robert C. Schoppe of the FDIC who signed the Operation of Law Document that JPM uses in Court to falsely prove Ownership of NOTES like in Our Case see **exhibit (450)**. ERIC MAINS says that JPM doesn't OWN the Washington Mutual Bank NOTES. M. Can't own NOTE through Operation of Law see **JAVAHF.RI V. JPM and KfM v. JPM**, Judge O.H. EATON in Florida Brevard County) say JPM admits that they can't own the Note by operation of law. **exhibit M.** (a case that JPMorgan is hiding). and the Florida 4th DCA **GAINUS WRIGHT111 V. JPM, JPM vs. Gary S. Snyder, and Jane Snyder, Fiorito v. JPM Chase Bank National Association** 4DCA says you can't own the Note by operation of law!! You must get the note signed over to you to the FDIC and you must file the note with the clerk of the court to have standing to foreclose. N. The sale of Washington Mutual Bank Assets from the FDIC to JPM was never finished while JPM

was foreclosing on us in Sept, 25. 2008 without owning the NOTE because JPM asked for moretime to close the sale up until August 30. 2010 see **exhibit** (460) and until this day (2016) sale has nut closed. So that even if WAMU would not have sold the NOTE on the Stock Market they were and are foreclosing without STANDING.n Mclean v. JPM Florida says you can't foreclose on a NOTE before you own it so JPM has no standing to Foreclose. P. **HOUSE BILL 87** Florida's Governor Rick Scott. Sighed a new foreclo-
 sure bill into Law on 6/07/2013 called "House Bill 87" Requires lender to produce the note with Its complaint. and limits deficiency Judgments. Starting July 1, 2013 (the plaintiff the owner of the loan) must prove its right to foreclose by filing additional items along withthe foreclosure Complaint including:1, A certification that the plaintiff is in possession ofthe original promissory Note.2. if the Note has been lost, a lost note affida-
 vit with a clear chain of endorsements. transfers or assignments of the promissory Note. and the NOTE cannot exist at the same time as the Security which Is now turned into a **BOND exhibit 439**.because that is SEC Security Fraud because they're defrauding into believing that that BOND (NOTE) is performing when it's actually Defaulted and they are double dipping getting money foreclosing on Property and Stock Market money from investors this is ILLEGAL CRAZY! Plaintiffs did not consent to any unconstitu-
 tional Judicial foreclose, because according to the 14" Amendment of US Constitu-
 tion, 'No person shall be deprived of life, liberty, and property without due process of Law;" therefore, we demand a jury trial to protect our due process rights and right to a fair trial, in order to settle this issue, because the amount in question exceeds \$20.00 US dollars. According to the 7th Amendment of the US Constitution, if the amount exceeds \$20.00 dollars the right to jury trial is preserved. Due to the. unconstitutional nature of the said Judicial foreclosure Notice, this Cease and Desist and Lawsuit is filed in good faith, because I do not understand why the City of North Miami Beach

Police, Zoning Dept. and Dade County Sheriffs Office has willfully and maliciously violated the Plaintiff's due process and equal protection rights, and The Plaintiffs right to a fair trial, in order to illegally take, evict and sale the plaintiffs property without giving the Plaintiff their day in court first to prove The Plaintiffs case. This Sheriff's Office's motive for willfully and maliciously violating The Plaintiffs constitutional rights is for personal gain and an easy out of court victory. The said Sheriffs Office's actions were indeed willful and malicious, because this Sheriff's Office has officers who are officers of the state and are presumed to know the law; therefore, this Sheriff's Office either knew or should have known never to try to deprive a person of life, liberty, and property without due process of law; especially, in light of the fact that this Sheriff's Office has officers who took a sworn oath to uphold and defend the U S and Florida Constitution before they can begin professional law enforcement According to Article VI, Clause 2 of the US Constitution, Known as the Supremacy Clause, establishes, the U.S. Constitution and treaties as the supreme law of the land; and the judges in every state shall be bound thereby. "This Sheriffs Office has acted willfully and maliciously with total disregard towards The Plaintiffs federally secured guaranteed constitutional rights, because the said Sheriffs Office either knew or should have known that the United States Constitution is the Supreme Law of the land, in which all public officials are bound by it, because all public officials took Oaths of Office to uphold and defend the Florida and U S Constitution, The said Judicial foreclosure and eviction initiated by this Sheriff's Office is undeniable evidence that the officers of this Sheriffs Office have breached their contracts with the State of Florida because they have perjured their oaths to uphold and defend the state and US Constitution, because this Sheriffs Office is indeed warring against the US Constitution, by evicting, taking and selling our property without providing equal protection of the law, due process of law, and The Plaintiffs right to a fair trial.

According to *Cohens vs. Virginia*, 19 U.S.C, Section 2381. Title 5 U.S.C, Section 731 1(Loyalty and Striking), which explicitly makes it a federal criminal offense (and a violation of oath of office) for anyone employed in the United States Government (including members of congress) to advocate the overthrow of our constitutional form of government. Title 18 U.S.C, Section 1181(Disloyalty and Asserting the right to Strike against the Government), provides penalties for violation of oath of office described in title 5 U.S.C, Section 731 1, which include: (1) removal from office; an (2) confinement or a fine. The Alien Registration Act of 1940 (Smith Act, 76th United States Congress, 3d session, 114 Stat. 670. 18 U.S.C, Section 2385(Advocating the Overthrow of The U.S. government. This Sheriff's Office's said Judicial Foreclosure under power of sale is unconstitutional, because it effectively denies our client, Access to the Courts, 46 "This Sheriff's Office is attempting to deny the Plaintiff access to the courts by taking The Plaintiff's property away without due process of the law, which is mostly the judicial process, Due to the amount of money The plaintiff's property is worth, this issue needs to be prescribed before officers of law, in order to ensure Access to the Courts so that Plaintiff's constitutional rights are protected; and to ensure that the plaintiff's life, liberty and property is not being taken without due process and equal protection of the law. The right to sue and defend in the courts is one of the highest and most essential privileges of citizenship and must be allowed by each State to the citizens of all other States to the same extent that it is allowed to its own citizens." (see *Chambers v. Baltimore & O.R.R.*, 207 U.S. 142, 148 (1907). *McKnett v. St. Louis & S.F. Ry.*, 292 U.S. 230, 233 (1934). "The constitutional requirement is satisfied if the nonresident is given access to the courts of the State upon terms which, in themselves, are reasonable and adequate for the enforcing of any rights he may have, even though

they may not be technically the same as those accorded to resident citizens. "(See Canadian Northern Ry. V. Eggen, 252 U.S. 553 (1920. "The right of access to the courts is basic to our system of government and it is well established today that it is one of the fundamental right roctected by the Constitution. "(See Ryland \$r,Shapiro, 708 F.2d 967, 971 (5' Cir. 1983).This Sheriffs Officewithits unconstitutional Final Notice of Eviction and Alias Writ of Possession did indeed advocate the overthrow of our constitutional Form of Government, in violation of the Smith Act; thereby, violating their oaths of office, because Access to the Courts is Common Law that is protected by the Florida and US Constitution. The membcrs of this Sheriff's Office, having taken an oath to support and defend the Florida and the United States Constitution, did willfully and knowingly violate said oaths by filing a unconstitutional Judicial Final Notice of Eviction, W14t of Possession and did evict some of us on the 24 hour notice to evict on 08/15/16 and then cancelled the evictionand the 24 hour notice to evict which meant by their rules and Florida Statute 82 & 83 they would have to give us another 24 hour notice to evict but they didn't , the Sheriffs and North Miami Beach Police came the next day 08/19/16 in violation of the Bankruptcy Stay and Fla. Statute 82 & 83 requiring a 24 hour notice to evict some of us and put some of our property out in the rain but then later told Maurice Symonette he wasn't being evicted just James Buckman is being EVICTED some days later NMB Police came by saying some one called them to see about the house. The Officer said he's not asking me to leave because of our Bankruptcy and this is a Civil Matter. The next day while Maurice was gone JPMorgan stole all my property out of the property. And before that on or about 01/27/11 Washington Mutual Rep.Barry Gamel was with the representatives of the City of

Miami Zoning Department accompanied by 11 police officers with rifles and guns out, bullet proof vest on, rammed our front door at 3320 N.E. 165th St. N. Miami Beach FL. 33160 after police hit the door A Police Officer hit the door which Maurice opened and police pointed guns at Maurice saying get on the ground, went in the house and the yacht without a warrant, got the yacht workers out through the house and out of the house ordered them down on the ground handcuffed them checked some of our ID's without any probable cause, while Gamel laughed with zoning person Gill Rosenkauf and High-Fiving police while neighbors watched. I asked the police sergeant why, he said the bank has foreclosed on this house and he said we are not supposed to be in the house, I said the house is in bankruptcy, never foreclosed, no Judge ordered eviction and only a Sheriff not a regular police can't evict. Then the sergeant said well talk to the Building Department person Gill Rosenkauf who we saw talking to Barry Gamel before police raided the house Made us leave the house on foot. Then the next day we caught the JPM Reps. Changing the locks then they sped away with all of our stuff in their JPM Truck JPMBank was caught stealing \$700,000.00 in property and recording equipment out of the house and changing locks to lock us out of our house with no court Order. We want our property replaced or the money back tripled. **see exhibit video on gods2.com** Because this is **totally contrary to well-established Common Law, Access to the violation of Title 18 U.S.C, Section 241 —Conspiracy Against Rights, and Title 18 U S C, Section 242 - Deprivation of Rights under color of state law, and perjury Generally. Other criminal and civil causes of action if this Sheriffs Office has persisted and has not ceased and desisted with their unconstitutional Judicial Foreclosure: running an artificial sham, breach of trust, extortion,**

embezzlement, law enforcement malpractice, official oppression, RICO, Conspiracy to commit RICO, suppression of evidence, obstruction of justice, violations of the honest service clause, misprision of treason, piracy upon the high seas, advocating the overthrow of our constitutional form of government, and Insurrection and Rebellion! This is an unlawful foreclosure because JPM doesn't own the Note, they cannot possibly own the Note, read exhibit 461 from Brevard County Florida Judge O.H.Eaton Jr. order granting Defendants Motion for Summary Judgment On Item 4 says by Ovation of Law, JPMorgan admitted that it is not the owner or Holder of the NOTE. So therefore they cannot foreclose on a Note they don't Own. Judgment in part because the assignment [at S(engage)] was executed after the complaint was filed. also see Abdel Darwiche and Batoul Darwiche v. Bank of New York Mellon, when the assignment of mortgage upon The Bank of New York relied to establish its standing. the Appellate court greed with the homeowners/borrowers that the beneml issues of material fact remained As to whether the assignment of mortgage was sufficient to establish BNYM's Standing at the inception of the suit and also see Darlene Angelini v. Joseph Angelini v. I-ISBC Bank, et al., 4D14-2 II the banks testimony did not establish The relevant: that it held the note at the time the complaint was filed. Although the bank was clearly the holder at the time it introduced the blank Endorsed Note at trial. "[a] plaintiffs lack of standing of the inception of the case and is not a Defect that may be cured by the acquisition of standing after the case is filed. And cannot be established retroactively by acquiring standing to file a lawsuit after the fact. "La France V.S. Bank Nat'l Ass'n 141 So. 3d 754, 736(Fla. 4th DCA 2014) and McClean v. JP Morgan, Therefore Deutsche Bank does not have Standing to Foreclose. In which J.P. Morgan won't show full chain of Title because they can't because they don't have or own the Note.

23rd CAUSE OF ACTION: QUITE TITLE 2005 FLORIDA
CODE – CIVIL PRACTICE AND PROCEDURE QUIETING
TITLE CHAPTER 65 409 2410 (A) (2), IRS 34.1.1.8.1 (08-11-
2004) AND 34.1.5 (08-11-2004) AND FLA. STATUE 95.11 15th

24th CAUSE OF ACTION ON NEWLY DISCOVERED EVI-
DENCE. AND FRAUD FEDERAL RULE 60 (B) (2) (4) AND
FL. R. OF CIV. PROC. 1540. STANDING CAN BE QUES
TIONED AT ANY TIME FEDERAL RULE 3.1 AS TO

DEUTSCHE BANK,

. This is total Fraud, MERS and Deutsche Bank Newly discovered evidence and fraud, March 4TH 2018, we went to the Dade County records Department because all Mortgage Notes are Required to be Recorded with Original Signatures F.S. 701.02 (1)(2)(3) Exh. 274. and. We discovered that the Note that we thought was Country Wide Bank from Alexander Morera that we thought we were paying on was actually a

Lancaster Assignment of which that Note was a Lancaster Note never signed or closed on. This Lancaster MORTGAGE NOTE has absolutely no signatures of the so called buyer (Leroy Williams) on Note as Required by F.S. 695.26 (1) (a), which caused me to search the whole record to discover that All Buyer's (Leroy William's) SIGNATURES and INTIALS are all Blacked Out and the blacked out signature as shown on gods2.com #1 showing two Dade County Clerks Jose Silva Id. # 311083 and Guetty Jean 1 D # 21732S behind their Clerk's desk behind protective glass. He's on Video red stamping the mortgage and saying the records dept. will not Record Mortgages without the original signature and She's on video after red stamping and putting my payment receipt on the Certified so-called Leroy Williams showing Mortgage Note on Camera, video shows blacked out initials on Lancaster Note. And two managers of the Clerk's office saying there's no way this Note should have been put on Record without the Signatures, see gods2.com # AA. and AB. and I recorded this allonge docket. For Leroy Williams there's no signed Mortgage, Promissory Note or Prepayment Rider Recorded in Dade County. There is no lost Note count in Deutsche Bank Complaint and MERS is not listed in the fake Note as Nominee or anything at all, Exh. 275. Which is why they did a Fake Mortgage Assignment which included the Promissory Note as stated on the bottom of the Assigned Note from Lancaster Bank to MERS Exh.276., signed by the FAKE Vice President of Lancaster (Darlene Perera) the same lady who on the exact same date she signed a fake Allonge to another Bank called Indy Mac Bank before the Assignment to from Lancaster Bank to MERS, illegal see Exh. 277. 1-5. You can't Give a Note to two different entities especially on the same date. And did not record the fake assignment until 2007 1 year and 5 months after sale of the fake Note which makes the Note and Mortgage Void according to F.S. Exh. 278. Allowing an

unsigned Mortgage or Note to be Recorded in Florida is a Felony, F.S. 817.2341 and 775.082, 775.083 and 775.084. And are all forgeries that can almost be seen under the blacked out ink when comparing that signature to the other signatures of the other notes with the correct signature see **the** Plaintiffs Lancaster's Recorded Note shows Note has a blacked out wrong forged signatures that you can see under the blacked out signature, Exh. 279. **This is the Correct Leroy William's real signature from the other note from real Recorded Note of Leroy Williams other real Closings,** see pgs. 16 and 20 of, Exh. 280 and 281. And Flamingo Title Company was sued by Attorney Title Insurance Co. Because of money given but no Note, Exh. 282, and there was no valid Warranty Deed because Alexander Morera was not there and did not sign the Warranty Deed, Exh. 283. One of the owners of the home 1977 NE119th Road Miami 33181, James Buckman was not at the closing, see James's affidavit, Exh. 284. And James Buckman did not sign anything as it APPEARED on the fake Warranty Deed, **Exh.285**. See James Buckman's real signature on Driver's license, Exh. 286. Someone illegally signed for James Buchman. See Affidavit from Maurice Symonette another owner saying that he (Maurice) was there at the Angry wiped out non closing and witnessed that James Buckman, Tanner Carter, Alexander Morera nor did the buyer Leroy Williams show up to the closing and the Warranty Deed was not signed, see Exh. 287. and Affidavit from James Buckman stating that he was not at the closing and never signed. So there was no Legal Warranty filed on the Record! So payments continued to Country Wide Bank who we thought was the bank ALEXANDER Morre-ra's Bank, Exh. 288, 289, 290. and then EMC Mortgage Bank EMC. Mortgage co. wrote to us and said make all payments to INDY MAC BANK. And our Payments were made on time even six months after Deutsche Bank started Foreclosure on our house was

started 06/20/2007, Exh. 291 See receipts showing payments 06/19/07 to 09/29/07 4 months after Deutsche Bank Foreclosure started Exh. 292, 293, 294, 295. And unknown Bank. Deutsche Bank Lis Pendens date filed with no Due Process Notice to us, see page 11 of Dade Docket Exh. 296. This filed while Payments were still being made and on TIME,. And notice the Mortgage and Note blacked out the Loan Number so that you could not check AND SEE THAT THE LOAN was a fake loan from Lancaster bank that we did not close on, Exh. 297. they also made big mistake and showed that Lancaster Bank Allonged the Note to IndyMac Bank, Exh.298. Which is why American Title INSURANCE sent to us that which had us thinking that this was Country wide Suing us using EMC as their SERVER and changing to INDYMAC to be the Servicer, what a great DECEPTION! So the fact is either way only Bank then that could sell or Assign the Lancaster Note to MERS is Indy Mac Bank because the Allonge on Lancaster was to Indy Mac Bank first. Of course, this was never done. Because Lancaster without Note ownership because of the Allonge to Indy Mac Bank old the fake NOTE illegally to MERS who then illegally Assigned the fake Note to DEUTSCHE BANK but, after they started The Foreclosure lawsuit, Exh.299. which is also illegal according to Mclean Vs. JPMorgan. This is a totally a made up Foreclosure thievery wow! The property which is the subject matter of this action is situated in the County of Dade, State of Florida, and described as follows: 1977 NE 119th Road Miami 33181 that Maurice Symonette owns Exhibit 300. According to the Quit Claim Deed before the first Lis Pendens was filed without a Complaint being filed (See Docket case# 2007-12407-CA01 first second and third line) which means that even though the Bonafede Notarized Quit Claim Deed was not Recorded which is not required according to Florida Statute 695.01 (2) that Quit Claim Deed was before the fake Lis Pendens done

Illegally without a Complaint. And the Second Recorded Quit Claim Deed dated Jan. 18th 2013 to Boss Group Ministries Inc. Exh.301. Which was Quit Claimed Deeded Jan. 26th 2013 to MAURICE SYMONETTE which was before the second Amended Complaint from U.S. Bank was Filed and approved by Judge SCHLESINGER see Docket 2010-61928-CA01 dated 01/13/2015 which by then they knew that the record showed that Boss Group Ministries Inc. was the owner of the property 15020 S. River Dr. Miami Florida Statutes 702.01 (A1) (1) which was in a dispute between me and my brothers who the owners of the property but signed it over to Boss Group Ministries Inc. Exh.302. Who had since have done a Bonafede (Notarized) Quit Claim Deed to Maurice Symonette Signed by Maurice Symonette the President of Boss Group Ministries Inc. See Exh.303. Which means that I Maurice Symonette has a Claim and a Cause of Action against U.S. Bank NA who was noticed of my Claim on the Dade County Records which was before their publication of Foreclosure which by law would have stopped my Claim but the law says if they are notices up to 30 days after publication of the Foreclosure that the claim is still Good Fl. Statutes sub section 733.702 (1), and 733.2121 (3)(a) and 733.701 and cause of action with and all of this confusion is because U.S. Bank trickery. This is a Quiet Title Complaint Case which requires that U.S. Bank show a full chain of title which is Extrinsic Evidence according to 2005 Florida Code Civil Practice and Procedure Quieting Title, 65.021 Real estate; removing clouds,-- Chancery courts have jurisdiction of actions brought by any person or corporation, whether in actual possession or not, claiming legal or equitable title to land against any person or Corporation not in actual Possession, who has, appears to have claims an adverse legal or equitable estate, interest, or claim therein to determine such estate, interest, or claim and quiet or remove clouds from the title to

the land. It is no bar to relief that the title has not been litigated at law or that there is only one litigant to each side of the controversy or that the adverse claim, estate, or interest is Void upon its face, or though not Void upon its face, requires Extrinsic Evidence to establish its validity (Exh.304) and 65.041(3)(4)(3) REAL ESTATE REMOVING CLOUDS; DEFENDANTS. No person not a party to the action is bound by any Judgments rendered adverse to his or her interests, but any judgment favorable to the person inures to that person's benefit to the extent of his or her legal or equitable title. (Exh.305). Layers claim in number 4 of their Motion to DISMISS that MAURICE SYMONETTES Quite Title Case is Res Judicata, but in the Transcripts of Proceedings of 12/09/19 under Judge VERONICA DIAZ pg.6 line 24-25, pg.8 line3-11 and pg.9 6-8 the Judge VERONICA DIAZ as did all of the other Judges said Symonette is not a Party to the case and did not allow Symonette to Participate in the Trials and was even told that I would have to sue the bank myself to become a party. Line 07/01/15 pg.11 line 13-25 Exh.306. and all of pg.12 lines 12-14 Exh.307, the Bank stated that MAURICE SYMONETTE is a non-party Third-Party Claimant, according to Florida Statute 65.041(Exh.308). This in credulous wicked bank from the beginning of even the 2007 Case never FILED or brought in a copy of the Original Note with the Allonge, the Original Mortgage, or the Assignment of U.S. Bank! We saw Lis Pendens but have never seen the Complaint their 2007-12407-CA01 Complaint of which by Law must have the Certification of the Original Promissory Note to file a Foreclosure action Fl. Statute 702.015(4) If the Plaintiff is in Possession of the Original promissory note, the Plaintiff must file under penalty of Perjury a certification with the Court, Contemporaneously with the filing of the complaint for Foreclosure, that the Plaintiff is in possession of the original promissory Note. The certification must set forth the location

of the note, the name and title of the individual giving the certification, the name of the person who personally verified such possession, and the time and date on which the possession was verified. Correct copies of the Note and all Allonges to the Note must be Attached to the Certification. The Original Note and the Allonges must be filed with the Court before the entry of any Judgement of foreclosure or Judgement on the Note. (Exh.83) and Fl. Rules 1.115(C) (Exh.310), and the correct copies of the Mortgage, NOTE, ASSIGNMENT AND ALLONGE ALL TOGETHER attached to the Certificate, Bank of America V. Leonard in the 3DCA. And if the Promissory Note does not name the Plaintiff as Payee the Note must Then bare a special endorsement or Plaintiff must submit evidence of an Assignment, Ortiz v. PNC BANK 3DCA if you look at the Docket of 2007-12407-CA01 Docket Pg.2 line 1-21, against Fl. Stat. 702.015(4) If the Plaintiff is in Possession of the Original promissory Note, the Plaintiff must file under penalty of perjury a certification with the court, contemporaneously with the filing of the Complaint for foreclosure, that the plaintiff is in Possession of the Original Promissory Note. The certification must set forth the location of the Note, the name and title of the individual giving the Certification, the name of the person who personally verified such possession, and the time and date on which the possession was verified. Correct copies of the Note and all Allonges to the Note must be Attached to the certification. The Original Note and Allonges must be filed with the Court before the entry of any Judgement of Foreclosure or Judgement on the Note. And Rule 1.115(C). This is why Judge Isabel was so angry with the Attorneys because she was embarrassed that she did the Judgement before any of the requirements of the Fl. Stat. 702.015 were met thereby endangering even her as a Judge. Services now referred to as (AFS) is the Bank the Note was done with and (AFS) sold the Note with

the MIN. Account number 100176105062733202 {M at the bottom of each page of the adjustable rate Note Exh.(311) with the Cusip Number 315912873 to Fidelity Strategic Real Return Fund according to the CUSIP search by CUSIPONE EXPERT CUSIP search service as stated by The Expert Witness Affidavit of Fact Wesley Jarvis, Trustee for CUSIPONE Trust Exh.(312). The (AFS) Note was sold by (AFS) 9/7/2005 three months after Leroy Williams signed the (AFS) Note and is with Fidelity Strategic Real Return Fund until this day according to The CUSIPONE Expert Witness Exh. (313) So the (AFS) Note never went to US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2005 AHL3 now referred to as (USB). So (USB) cannot Foreclose on this (AFS) Note no any of the above stated Defend even Fidelity Strategic Real Return Fund cannot Foreclose because (USB) in 2007 did a Publication to Foreclose on the (AFS) Note and Fidelity Strategic Real Return Fund did not Object or Intervene within 30 days of the publication of the Foreclosure of 2007 of Fidelity Strategic Real Return Fund standing to Foreclose according to Fl. Stat.() Exh (314) or any Interest in the Note and therefore they have no standing And according to the SEC- FASB GAAP Rules once a Note is sold on the Market it must be burned and Destroyed because a Note cannot exist at the same time that a stock, bond or fund exist because that is Double Dipping using the Fund and the Note ILLEGALLY. The PSA cannot be used because in the Edgar report and in the Cupisone report the Axiom loan is not with US Bank. According to Fla: App. Court (4th DCA) Holds PSA Insufficient to Prove Foreclosure Standing in an appeal involving an amicus filed by a national Mortgage lending trade association, the District Court of Appeal of the State of Florida, Fourth District, recently reversed a final Judgement of Foreclosure in favor of a Mortgage, holding that the Mortgage failed to prove that it had possession of the Promissory note when the

Complaint was filed and thus lacked standing to sue because: **despite the admission of the Pooling and Servicing Agreement (PSA) into evidence, the evidence was still insufficient to show that the loan was physically transferred; and there were discrepancies between the copy of the note attached to the Complaint and the original introduced in evidence at trial.** During the trial, the Plaintiff Mortgage tried to prove that it Possessed the Note when the Complaint was filed by offering the PSA into evidence over the borrowers' hearsay objection. The trial judge admitted the PSA into evidence as a self-authenticating document pursuant to section 90.902 of the Florida Evidence Code because it had been filed with the Securities and Exchange Commission (SEC). The trial court then entered a final judgment of Foreclosure in the Mortgagee's favor, from which the borrowers appealed. On Appeal the Fourth District explained that just because the PSA was self authenticating didn't mean it was admissible, citing Charles Ehrhardts Florida Evidence hornbook: "Even after a document is Authenticated, it will not be admitted if another exclusionary rule is applicable. For example, when a document is hearsay, it is inadmissible even if it has been properly authenticated." The Court reasoned that while " the PSA purportedly establishes a trust of Pooled Mortgages, [the] particular mortgage [at issue] was not referenced in the documents filed with SEC ... [and] [t]he Bank did not present sufficient evidence through its witness to admit this unsigned document as its business record. While the witness testified that a mortgage loan schedule, which listed the subject mortgage, was part of the Bank's business records, the mortgage loan schedule itself does not purport to show that the actual loan was physically transferred." Because the Mortgagee's witness did not explain "the workings of the PSA or [loan schedule]," and no other document or other evidence showed how the note was transferred to the

mortgage pursuant to the PSA, the evidence was insufficient to prove that the note in question "was within the possession of the Bank as Trustee at the time suit was filed." The mortgagee argued that the trial court's ruling should nevertheless be affirmed under the tipsy coachman doctrine, pursuant to which an appellate court may affirm a trial court's ruling. In other words, a trial court's incorrect reasoning may be corrected on appeal for any reason that appears in the record. However, the Court here noted that, in order for the doctrine to apply, "the record must be sufficiently developed to support an alternative theory for affirmance." The Fourth District previously held that there is a "presumption of standing if the note attached to the Complaint was the same as the note attached to the complaint was the same as the note introduced at trial." The Appellate Court rejected the mortgagee's argument because "the note attached to the Complaint was not in the same condition as the original introduced at trial."

24th CAUSE OF ACTION VIOLATION FLORIDA STATUE 45.031-(8) PROPERTY SOLD AT PRICE SO LOW THAT IT SHOCKS THE CONSCIENCE AS TO DEUTSCHE BANK, FL. STAT. 45.031 – (8) TO FL. STAT. 45.031-(8) WHICH VOIDS THE SALE AND RULE 702, FL. STAT. 702.(5). F.S.A. MITCHELL V. MASON AND ALSO SEE, FIRST BANK V. FISHER FRICHTEL

As part of the Rico Scheme the Defendants who were then Plaintiffs property was sold at a price so low it shocked the Conscience the clerk sold Plaintiffs \$2.1 Million house for a mere \$42,000.000 see Exh.315, in which was purchased by the same Bank which is (DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT SERIES RAST 2006 – A8(CSFB) this price is so low it shocks the conscience according to Fl. Stat. 45.031 –(8) MAURICE SYMONETTE did file objection to sale and demands that it be heard and has found new information to further strengthen our Case to show that the Bank is knowingly illegally taking this property. Deutsche Bank bought the property at auction in the Foreclosure sale of the said property on 06/22/2017 for \$42,300 that price is so low that it shocks the Conscience according to Fl. Stat. 45.031-(8) which VOIDS the SALE and Rule 702 Fl. Stat. 702.(5). F.S.A. Mitchell V. Mason and also see, First Bank V. Fisher Frichtel Inc. which says (if the case is so adequate as to raise an interference of fraud then the foreclosure can be voided) All this done to bypass Tax. Doc Stamps and do away with all the Liens and Monies owed attached to the property. And some days later after realizing that we saw the \$42,300.00 sales price the \$2.1 Million and that we owed and that Defendants saw that the sales price was so low and against the Law that it Shocked the Conscience, that when Defendants came back to question the Clerk about our Bankruptcy and wanted to show the Manager how ridiculously low that sale was. Mysteriously they show Defendants another Deutsche Bank different from the first Deutsche Bank that the Clerk showed us just days earlier selling \$42,300.00 but now it showed Defendant's property sold for \$888,000.00 in which we discovered later was done on the same date 6/22/2017 with a different Bank (Deutsche Bank National Trust Company As Trustee Series 2006-A8 MORTGAGE PASS- THROUGH CERTIFICATES SERIES 2006-H), even after them seeing us tape them saying by mouth give it to us in writing and showing us on their

Government computer the sales price at \$42,300.00 with Witnesses see YouTube: (Dade Clerks are Lawless) see Exh.316. This shows Fraud and Collusion against the Defendants to just take the property wrongfully which is the main reasons for the Objection to Sale and this Complaint is that the sale price is so low that it shocks the Conscience. The foreclosure amount owed was 2.6 Million and the estimated value is \$1,810,000.00 but shockingly the sale was forty two thousand three hundred. And the Foreclosure was started while defendants Bank Foreclosed we have proof that we were making the payments.

25th CAUSE OF ACTION VIOLATION FDCPA, 15 U.S.C.

§1692a(3)(5). AND

FCCPA FL. STAT. §559.55 ILLEGAL CONSUMER

COLLECTION

AS TO U.S. BANK, GMAC, DEUTSCHE BANK, JP MORGAN,

AND HSBC BANK.

(FDCPA claims against all defendants except SF) FCCPA claims against all defendants) Plaintiff realleges and incorporates paragraphs 1-58 as though fully set forth in this paragraph. The FDCPA was enacted to protect all consumers from debt collectors who seek to collect debts through illegal means and who engage in unfair or outright thievery and/or deceptive practices during the Collection of a debt. Plaintiff's are defending

themselves from Deutsche Bank or Lancaster who is Foreclosing on us as “consumers” within the meaning of FDCPA, 15 U.S.C. §1692 a (3). These Defendants have engaged in collection of “debts” as this phrase is defined by 15 U.S.C. §1692a53) and Fla. Stat. §559.55 allegedly owed by Plaintiff. Defendants, Deutsche Bank, MERS, Indy Mac & Lancaster who Foreclosed upon this fake Mortgage and Note after a fake default and are “debt collectors” The collection activity foreclosed the fake Mortgage and Note, to collect monies falsely Owed pursuant to a fake promissory note including a deficiency judgment. It is Plaintiffs good faith belief that the Dory Goebel fake Assignment, created by Defendants was created through collusion between Defendants Deutsche Bank, MERS and Lancaster to support the claimed indebtedness and to support that there is “no genuine issue of material fact” in this case as of the date that the Assignment was executed. These Defendants continue to intentionally mislead the court in an effort to unjustly enrich themselves in taking Plaintiff’s home when they know, or should have know, at the inception of this suit that Lancaster and/or its predecessor in fake interest has never owned the Note. Defendant’s collection activities described herein violate the Florida Consumer Collection Practices Act (Fla. Stat. §559.72) and the Federal Fair Debt Collection Practices Act (15 U.S.C. §1692a et seq.) in that Defendants were claiming, attempting, and threatening to collect and enforce his consumer Mortgage debt by Foreclosing action where they now or should have known that the right to pursue Foreclosure does not exist under the law because: Lancaster did not have standing to pursue the 2007 action and WAMU did not have standing to pursue the 2007 action. Failure to engage pre-foreclosure settlement discussions with Plaintiff; e. Defendant’s unconscionable, deceptive methods and practices in collecting this loan should preclude them from seeking Judicial Enforcement of the alleged. The Assignment of Mortgage from now called (AOM) to Deutsche Bank or Lancaster post-dated the filing of the 2007 suit and

the AOM from Fannie Mae to US Bank 04/26/2007 and 12/06 2010 suit, However, in the 2007 and the 2010 suit US BANK alleged that it was the "owner and holder of the subject Note and Mortgage" Complaint. As such is considered. "the debt collector" under the law. Any denial to the contrary must be supported by strict and convincing evidence. Further, merely labeling oneself as a servicer when, in fact, a large percentage of your business is collecting a debt also qualifies all Defendant's as "debt collectors" under the law. Further, Plaintiff was subjected to "default" fees and charges including, but not limited to , attorney fees, legal fees, Foreclosure Costs, late charges, property inspection fees, title search expenses, filing fees, broker price opinions, appraisal fees, forced placed insurance, and other charges and advances, and predatory lending fees and charges all of which are not authorized by or in conformity with the terms of the subject Note and Mortgage. For statute of limitations Purpose it was impossible for Plaintiff to prove the conduct herein until April, 2007 when US Bank and LPS entered into consent orders regarding the specific misconduct in this case. Specifically document "creation" by individuals lacking authority and specific knowledge about the documents, such as the ATTYS., that were executed and presented to the Courts all in furtherance of the Defendant's illegal scheme to divest Plaintiff of his Home. These acts as well as the Prosecution of this Case are wrongful, intentional, reckless, willful, wanton, negligent, deceptive and predatory. Defendants knew they should not falsify documents, particularly sworn documents meant to prove a material fact such as AOIs and AOMs. These perjured documents meant to prove a material fact such as AOIs and AOMs. These perjured documents violate 15 ILS.C. §1 6S2e (10) and 1 5 (LS.C.§1692f.8.1, As a result of the aforesaid FDCPA and FCCPA violations, Plaintiff has been subjected to false and illegal collection activities and has therefore been harmed due to the slander to his credit and emotional/physical health issues proximately caused by these

Defendants. Plaintiff has retained counsel and its entitled to reimbursement of her costs and Attorney's fees pursuant to 15 U.S.C. §16921c(3) and Fla. Stat. §559.77. THEREFORE, plaintiff respectfully (: an award of damages in Plaintiffs favor and against Defendants for their actual or statutory damages whichever is greater; and an award of attorney's fees and costs and for all other relief to which this Court finds just and appropriate.

26th CAUSE OF ACTION VIOLATION OF RESPA 12 U.S.C.2605

QUALIFIED WRITTEN REQUEST (QWR) TILA LAWS AS TO U.S.

BANK, GMAC, DEUTSCHE BANK, JP MORGAN, AND HSBC BANK.

Deutsche Bank N.A. and its agents made material misrepresentations and omissions with respect to the terms of Plaintiff's loan in Violation of the Truth in Lending Act (TILA). Plaintiffs are informed and believe that Lancaster Bank concealed the terms of the loan with the intention of inducing Plaintiffs to refrain from investigating and challenging the disclosures until the period for rescinding the fake loan expired. Plaintiffs never went to any closing to receive any documents from Lancaster bank at a Florida Title Company, including disclosures required by the Truth In Lending Act, Respa, and a notice of right to cancel. Plaintiffs loan would have been Mortgage loan subject to the provisions of RESPA, 12

U.S.C. 2605 et. Seq. and Cal. Financial Code §50505. BUT IF WE SAW THE REQUESTED INFO WE WOULD HAVE SEEN THAT DEUTSCHE BANK WAS REPRESENTING THAT THEY WERE FROM LANCASTER BANK NOT COUNTRY WIDE BANK AND WE WOULD HAVE CAUGHT ON TO THE FACT BECAUSE WE NEVER CLOSED THAT LOAN WITH LANCASTER BANK AND THEY WOULD HAVE BEEN DESTROYED LIKE THE NEW FBI COMMERCIAL SAYS THAT FRAUD IS TRICKSTERS JUST SIGN YOUR PROPERTY OVER TO THEMSELVES (DEUTSCHE BANK) AND, FORECLOSE AND EVICT YOU WHILE YOUR MAKING PAYMENTS TO ANOTHER BANK ON Oct. 12, 2012, Plaintiff because we were tricked into believing that we requested a copy of the loan application and Promissory Note at a Miami branch of Defendants in Florida, a banker telephoned a LANCASTER Mortgage Bank LLC office in Florida that we thought was I and informed Plaintiff that he would receive the loan documents in ten days. No documents have ever been received. Because they knew they didn't have a signed Note and Mortgage and they knew that Lancaster and DEUTSCHE BANK NATIONAL TRUST was Indy Mac as servicer to COUNTRY WIDE BANK the Bank we were making payments to after the LANCASTER BANK didn't close on failed. So DEUTSCHE BANK NATIONAL TRUST tricked us into thinking they were the bank we were supposed to ask questions about the MORTGAGE and NOTE with the Federal RESPA 12 U.S.C. 2605 QUALIFIDE WRITTEN REQUEST to make them show their ownership of the property and our exact Debt. owed to them and DEUTSCHE BANK NATIONAL TRUST wouldn't reply in violation of RESPA 12 U.S.C. 2605 federal law in Dade County Courts we have been Asking for this with our Federal RESPA

12U.S.C. 2605 QUALIFIDE WRITTEN REQUEST form since the beginning of this fake Foreclosure Case began, Exh. (317). Including failing to respond to properly submitted OWR's. See Exh.318 Plaintiff is informed and believes that this practice is designed to conceal TILA and RESPA Federal violations and to conceal the identity of the many investors who believe they are the owners of the NOTE, LANCASTER Mortgage Bank LLC got cash from and true beneficiary of the Loan. As a direct and proximate result of Defendant's failure to comply with RESPA, Plaintiffs have suffered and continues to suffer actual damages in that he's unable to ascertain the basis for defendant's claims to his property, he cannot identify the owner of the beneficiary of the Note, he cannot determine whether his payments to IndyMac Bank paid to the beneficiary and there is no evidence upon which to conclude that Defendants are acting as NOTE owner with the lawful authority to Foreclose the property. Under RESPA, Plaintiffs seeks triple damages, and also documents were ordered for Qualified Written Request. Formal Protest and Dispute of Alleged Debt and Validity of Alleged Loan, But never received See Exh.319, established a two-part test for determining the legality of lender payments to Mortgage brokers for table funded transactions and intermediary transactions under RESPA: Whether goods or facilities were actually furnished or services were actually performed for the compensation paid and Whether the payments are reasonably related to the value of the goods or facilities that were actually furnished or services were actually performed. In applying this test, HUD believes that total compensation should be scrutinized to assure that is reasonably related to the goods,

facilities, or services furnished or performed to determine whether it is legal under RESPA. The interest and income that Defendants have gained is disproportionate to the situation Plaintiff James Buckman find themselves in due directly to Defendant's failure to disclose that they will gain a financial benefit while Plaintiffs suffer financially as a result of the loan product sold and No separate fee agreements, regarding the use of the fake LANCASTER MORTGAGE BANK LLC Cost of Savings" as the Index for the basis of this loan, Disclosures of additional income due to interest rate increases or the proper form and procedure in relation to the Borrower's Rights to Cancel the fake NOTE and MORTGAGE.

27th CAUSE OF ACTION: ILLEGAL CONSUME COLLECTION IN

VIOLATION OF FDCPA, 15 U.S.C. § 1692a(3), 15 U.S.C. § 1692a(5)

AND FLA. STAT. § 559.55 AS TO U.S. BANK, GMAC, DEUTSCHE

BANK, JP MORGAN, AND HSBC BANK.

(FDCPA claims against all defendants except SF) FCCPA claims against all defendants) Plaintiff realleges and incorporates paragraphs 1- as though fully set forth in this paragraph The FDCPA was enacted to protect all consumers from debt collectors who seek to collect

debts through illegal in Cans and who engage in unfair or out right thievery and/or deceptive practices during the collection of a debt. Plaintiff's are defending themselves from Deutsche Bank or Lancaster who is Foreclosing on us as "consumers" within the meaning of FDCPA, 15 U.S.C. §1692a(3). These defendants have engaged in collection of "debts" as this phrase is defined by 15 U.S.C. §1692a(5) and Fla. Stat. §559.55 allegedly owed by Plaintiff. Defendants. Deutsche Bank, MERS, Indy Mac & Lancaster who foreclosed upon this fake Mortgage and Note after a fake default and are "debt collectors". The collection activity foreclosed the fake Mortgage and Note, to collect monies falsely owed pursuant to a fake promissory note including a deficiency judgment. It is Plaintiffs good faith belief that the Dory Goebel fake Assignment, created by Defendants was created through collusion between defendants Deutsche Bank, MERS, & Lancaster to support the claimed indebtedness and to support that there is "no genuine issue of material fact" in this case as of the date that the Assignment was executed These Defendants continue to intentionally mislead the court in an effort to unjustly enrich themselves in taking Plaintiff's home when they know, or should have known, at the inception of this suit that Lancaster and/or its predecessor no interest and has never owned the note. Defendants' collection activities described herein violate the Florida Consumer Collection Practices Act (Fla. Stat, § 559.72) and the Federal Fair Debt Collection Practices Act (15 U.S.C. § 1692a *et seq.*) in that defendants' were claiming, attempting and threatening to collect and enforce this consumer mortgage debt by foreclosure action where they how or should have known that the right to pursue foreclosure does not exist under the law

because: Lancaster did not have standing to pursue the 2007g action and WaMu did not have standing to pursue the 2007 action; Failure to engage pre-foreclosure settlement discussions with Plaintiff; Defendants' unconscionable, deceptive methods and practices in collecting this loan should preclude them from seeking judicial enforcement of the alleged. The assignment of Mortgage to Deutsche Bank or Lancaster postdated the filing of the 2007 suit merely labeling oneself as a servicer when, in fact, a large percentage of your business is collecting a debt also qualifies all defendants as "debt collectors" under the law. Further, Plaintiff was subjected to "default" fees and charges including, but not limited to, attorney fees, legal fees, foreclosure Costs, late charges, property inspection fees, title search expenses, filing fees, broker price opinions, appraisal fees, forced placed insurance, and other charges and advances, and predatory lending fees and charges all of which are not authorized by or in conformity with the terms of the subject note and mortgage. For statute of limitations purpose it was impossible for Plaintiff to prove the conduct herein until April, 2018 These acts as well as the prosecution of this case are wrongful, intentional, reckless, willful, and wanton, negligent, deceptive, and predatory. Defendants knew they should not falsify documents particularly sworn documents meant to prove a material fact such as AOIs and AOMs. These perjured documents violate 15 IL.S.C. §1 6S2e(10) and 1 5 (LS.C. §1692f.81, As a result of the aforesaid FDCPA and FCCPA violations, Plaintiff has been subjected to false and illegal collection activities, and has therefore been harmed due to the slander to her credit and emotional/physical health issues proximately caused by these defendants. Plaintiff has retained counsel

and is entitled to reimbursement of her costs and attorneys fees pursuant to 15 U.S.C. §1692lc(3) and Fla. Stat. §559.77. THEREFORE, plaintiff respectfully request an award of damages in plaintiffs favor and against defendants for their actual or statutory damages whichever is greater; and an award of attorneys' fees and costs and for all other relief to which this Court finds just and appropriate.

**28th CAUSE OF ACTION FLORIDA DECEPTIVE AND UNFAIR
TRADE PRACTICE ACT AS TO SOME OF THE DEFENDANTS
IN VIOLATION OF FLA. STAT. § 501.20491 (2005). 60. AND
FL. STAT. §§ 501.201 AS TO U.S. BANK, GMAC, DEUTSCHE
BANK, JP MORGAN, AND HSBC BANK.**

Plaintiffs realleges and incorporates all paragraphs as though fully set forth in this' paragraph. The Florida Deceptive and Unfair Trade Practices Act (FDUTPA) provides for a civil cause of action for "unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce," FLA. STAT. § 501.20491 (2005). 60. This is an action for injunctive and declaratory relief pursuant to the Florida Deceptive and Unfair Trade

Practices Act, Fl. Stat. §§ 501.201, *et seq.* (hereinafter "the Act") and Chapter 86, FLA.STAT. The provisions of the Act are to be liberally construed to promote the following policies: To simplify, clarify, and modernize the law governing consumer protection, unfair methods of competition, and unconscionable, deceptive, and unfair trade practices; and To protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce. FLA. STAT. §501.202(1) and (2). At all times relevant hereto, BUCKMAN was used like a Consumer by Deutsche Bank to fraudulently Foreclose and as a "consumer" as defined by FLA. STAT. §501.203 (7). At all times relevant hereto, these defendants were engaged in "trade or commerce" as defined by FLA. STAT. §501.203 (8) Either, any, or all of the Defendants in this count created the documents purportedly transferring the subject mortgage from LANCASTER TO MERS TO DEUSTCHE BANK 2005-2007 and then These defendants violated the Act by engaging in unfair and deceptive acts and practices including, but not limited to: preparing and executing a false and improper Affidavit and fake assignment of Indebtedness by who has no apparent signing authority, with a fake Notary manufacturing documents to create the illusion that Deutsche bank possessed equitable ownership of the subject mortgage despite a complete lack of evidence to support that contention. These defendants knew, or should have known, the AOMs, Affidavit of Indebtedness, along with other documents "created" to give the illusion that the 2007 foreclosure Defendants possessed equitable ownership of the subject promissory note and mortgage and was authorized with invalid

and illegal documents created which was performed on Deutsche Bank and Lancaster BANK'S behalf and with each's acceptance and approval when in fact neither was the real party in interest when the claims were filed. These Defendants have violated the act by engaging the following acts of unconscionable conduct, of unfair deceptive practices in the conduct of trade or commerce. Defendants, claimed and continue to claim ownership as holder of the subject note and mortgage even though they knew this status was based upon falsified documents. Attorneys fees and costs are sought pursuant to Fla. Stat. §501.2105. WHEREFORE, Plaintiffs respectfully request that this Court award damages, and any other just and appropriate relief under the law, including but not limited to, attorneys' fees and costs.

29th CAUSE OF ACTION SLANDER OF TITLE IN VIOLATION
OF FL. STAT. 65.011, 65.021, 65.031, 65.061 AS TO U.S.
BANK, GMAC, DEUTSCHE BANK, JP MORGAN, AND HSBC BANK.

Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein. Defendants, and each of them, disparaged Plaintiff exclusive valid title by and through the preparing, posting, publishing, and recording of the documents previously described

herein, including, but not limited to, the Notice of Default, Notice of Trustee's Sale, and Trustee's Deed. Said Defendants knew or should have known that such documents were improper in that at the time of the execution and delivery of said documents Defendants had no right, title, or interest in the Property. These documents were naturally and commonly to be interpreted as denying, disparaging, and casting doubt upon Plaintiff's legal title to the property. By posting, publishing, and recording said documents' disparagement of Plaintiffs legal title was made to the world at large. As a direct and proximate result of Defendants conduct in publishing these documents, Plaintiff JAMES BUCKMAN'S title to the Property has been disparaged and slandered, and there is a cloud on Plaintiff JAMES BUCKMAN's title which was obtained by quit claim deed on 1/01/2007 see Exhibit and Plaintiff has suffered, and continues to suffer, damages in an amount to be proved at trial as a result of Defendants conduct, Plaintiff James Buckman has incurred expenses in order to clear title to the property. Moreover, these expenses are continuing, and Plaintiff James Buckman will incur additional charge for such purpose until the cloud on Plaintiffs title to the property has been removed. The amounts of future expenses and damages are not ascertainable at this as a further direct and proximate result of Defendants conduct, Plaintiff James Buckman has suffered

humiliation, mental anguish, anxiety, depression, and emotional and physical distress, resulting in the loss of sleep and other injuries to his and her health and well-being, and continues to suffer such injuries on an ongoing basis. The amount of such damages shall be proven at trial. At the time that the false and disparaging documents were created and published by the Defendants, Defendants knew the documents were false and created and published them with the malicious intent to injure Plaintiff James Buckman and deprive them of their exclusive right, title, and interest in the Property, and to obtain the Property for their own use by unlawful means. The conduct of the Defendants in publishing the documents described above was fraudulent, oppressive, and malicious. Therefore, Plaintiff James Buckman is entitled to an award of punitive damages in an amount sufficient to punish Defendants for their malicious conduct and deter such misconduct in the future. The plaintiff must give written notice within 30 days of the assignment Fla. Courts have demanded strict compliance with the Statute and have held that the required notice is a condition precedent to a Debt collection action predicated upon an assignment see LVNY Funding LLC. v. Harris Fla. 1 Weekly Supp. C23 (Fla. 11 CIR. Court June 24 2009) wherein the court Found that the Plaintiff failed to comply with the written notice of provision of F.S. §559.715 and therefore

dismissed the action with prejudice) accordingly the plaintiff has never provided the Defendant the mandatory 30 day of assignment the case should also be dismissed for failure to comply with a mandatory condition precedence. Lancaster Bank LLC Assigned wrongfully the Note to MERS on the same day the fake Closing was done and only done as an Exhibit, see Exhibit 164, and not a part of the Assignment. So MERS was never the owner and the Deutsche Bank Assignment from MERS is Void Completely and MERS thus causing Plaintiffs to suffer an impaired and defective Title, plaintiffs asked for Damages.

30th CAUSE OF ACTION NO CONTRACT IN VIOLATION OF

FL. STAT. 697.10

These banks have no interest in Plaintiffs Mortgages, so the foreclosure or pending foreclosure on Plaintiff's properties would constitute unjust enrichment. The mortgage states that all secured sums must be paid. Plaintiff alleges that the obligations under the mortgage were fulfilled when these Banks received funds in excess of the balance on the NOTE as a

result of proceeds of sale through securitization to private investors many times and insurance proceeds from credit default swaps. And they have a property free and clear to just sale and keep all the Money Leroy Williams show up to the closing and the Warranty Deed was not signed, see Exh. 320. and Affidavits. To The Assignment from MERS to Lancaster has no Lot or Parcel Description on The Mortgage assignment see Exhibit 321 & 322 which is a void and an illegal Assignment (South Florida's Citrus land Co.v. Walden, 51 So. 554, 59 Fla. 606 (1910), and Garvin v. Baker, 59 SO. 2d 360 (Fla. 1952), also according to Fla. Stat. 697.10 For liability for error in mortgage deed or Note and in any action relating to real Property. If the court shall find that any person has prepared an instrument which due to an inaccurate or improper legal description impairs another person's title to real property, the court may award to the prevailing party all actual damages that she or he may have sustained as a result of such impairment of title. Must have at least one witness. But There is no witness on our mortgage assignment in violation of, 117.05(b) 1.a.b.c.d.e. see Exh. 323 Page 2. the assignment is void. The Notary on the assignment is a fake. The Notary stamp must contain commission or ID number, to identify the person if needed to verify or in court, (our mortgage note for 1977 address has n commission or ID number to hide their thievery in the violation of F.S. 117.05 (3)(A) and F.S. 695.26(1) see Exh. 324 The name of each person who executed such instrument is legibly printed, type written , or stamped upon such instrument immediately beneath the signature of such person and the post-office address of each such person is legibly printed, type

written, or stamped upon such instrument in violation of F.S. 695.01 (1) and F.S. 695.26 (1)(a) and F.S. 494. 0075 (5) and F.S. 701.02(1)(2)(3) Exh.325 Assignment of Mortgage was done 10/20/05 the day same as the Fake Closing and was done as an Exhibit, see Exhibit 170, and not a party of the assignment. So MERS is not owner and the Deutsche Bank Assignment from MERS is Void Completely, and MERS thus causing Plaintiffs to suffer an impaired and defective Title, plaintiff asked for triple Damages. FLORIDA STATUE THREATENED LAWSUIT OR LAWSUIT FILED BEFORE THE NOTE WAS TRANSFERRED WHICH IS MCLEAN V. J.P. MORGAN IN VIOLATION OF FL. STAT. 726.105 (d) Fed. Rule 3.1 Standing can be brought up any time even on Appeal. Denied Defendants Objections to Sale without Bank proving they had Standing because the Bank filed Complaint before they owned the Note. Plaintiff foreclosed on the property before they owned it by way of making a Fraudulent Assignment and taking Defendants property without having Note ownership. This foreclosure should never have been allowed because the Bank didn't have assignment. If we look further, the Lis pendens that was used has a recorded date of 06/20/2007 an Assignment of Mortgage was recorded on that date by the clerk of court in Miami Dade as seen on Exhibit 326, and as seen on the same Document, the Assignment was made after Lis Pendens was filed which according to Mclean v. JPMorgan Chase Bank N.A.). This is an illegal foreclosure, you cannot Foreclose on a property before you own it (Note) there was never any evidence of Deutsche bank ever owning the Note or having any kind of an Assignment before the recorded date of 08/22/2007 so this Assignment has no effect against the Creditor unless recorded before the Complaint, see Fla.

Stat. 817.535 (e)5(2)(A) a person who files or directs a filer to file with the intent to defraud or harass another, or any Instrument containing a materially false fictitious *or* fraudulent statement or representation that purports Bank filed Complaint before they owned the Note. Plaintiff foreclosed on the property before they owned it by way of making a Fraudulent Assignment and taking Defendants property without having Note ownership. This foreclosure should never have been allowed because the Bank didn't have assignment. If we look further, the Lis pendens that was used has a recorded date of 06/20/2007 an Assignment of Mortgage was recorded on that date by the clerk of court in Miami Dade as seen on Exhibit C, and as seen on the same Document, the Assignment was made after Lis Pendens was filed which according to *McLean v. JPMorgan Chase Bank N.A.*). This is an illegal foreclosure, you cannot Foreclose on a property before you own it (Note), there was never any evidence of Deutsche bank ever owning the Note or having any kind of an Assignment before the recorded date of 08/22/2007 so this Assignment has no effect against the Creditor unless recorded before the Complaint, see Fla. Stat. 817.535(e)5(2)(A) a person who files or directs a filer to file with the intent to defraud or harass another, or any Instrument containing a materially false fictitious *or* fraudulent statement or representation that purports to affect owners interest in the property described in the instrument commits a Felony. Assignments to property cannot be made Retroactively the Assignment begins from the time that the document is recorded in the County Court. There have been numerous cases that were dismissed because of faulty Assignments such as **McLean V. IPM. And US Bank V. Ibanez** where the Massachusetts Supreme Court found that the mortgages were

assigned to the lender after the completion of the foreclosure sale or, the Court decided that the foreclosures were void because the lenders lacked legal authority to foreclose and then there was a Batch v. LaSalle Bank N. A. 171 So. 3d 207, 209 (Fla. 4th DCA 2015) reversing a Foreclosure Judgment in part because "the assignment [of Mortgage] was executed after the complaint was filed, also see Abdel Darwiche and Batoul Darwiche v. Bank of New York Mellon, when the assignment of mortgage upon The Bank of New York relied to establish its standing, the Appellate court agreed With the homeowners/that the general issues of material fact remained As to Whether the assignment of mortgage was sufficient to establish BNYM's Standing at the inception of the suit and also see Darlene Angelini and Joseph Angelini v. HSBC BANK, et at., 4D14 -216 the banks testimony did not establish The relevant: that it held the note at the time the complaint was filed. Although The Bank was clearly the holder at the time it introduced the blank indorsed Note at trial, "[a] plaintiffs lack of standing at the inception of the case and is not a Defect that may be cured by the acquisition of standing after the case is filed. And cannot be established retroactively by acquiring standing to file a lawsuit after the fact. "La France V.U.S. Bank Nat'l Assn. 141 So. 3d 754, 756 (Fla.*DCA 2014) and McClellan v. JPMorgan. Therefore Deutsche Bank does not have Standing to Foreclose, and here **Deutsche Bank is at fault and should pay triple.**

31st CAUSE OF- ACTION: VIOLATION OF TIMELY ASSIGNMENT

FLA. STAT. 702.02 AND FLA. STAT. 726.105 (D) Also the instant assignment was also untimely in order for the foreclosure to be legal the assignment to the mortgage must be entered in a timely manner, that is it should be entered before the foreclosure, in this case it was not, the Lis Pendens was recorded 06/20/2007, Exhibit 328, and the assignment was recorded 08/22/2007 which was at least 63 days after the Foreclosure see Exhibit 328, thus Deutsche Bank foreclosed before they even owned the Note and they knew it and tried it anyway hoping that they could get away with it, an assignment cannot be assigned retroactively see *Progressive Exp. Ins. Co. v. McGrath Comty. Chiropractic*, 913 So. 2d 1281, (Fla. 2d DCA 2005), the plaintiffs lack of standing at the inception of the case is not a defect that may be cured by the acquisition of standing after the case is filed. Thus a party is not permitted to establish the right to maintain an action retroactively by acquiring standing to file a lawsuit after the fact.. *Mclean v. JPMorgan*. Therefore Deutsche Bank has no standing in the ownership of the said property and for Deutsche to amend the complaint to start over would only suggest fraud (*Pino v. Bank of New York*) as it already is by the nature of the transaction the transaction itself is deceptive and to have this fault of an assignment written after the Complaint is filed, but Deutsche Bank N.A. still claim they have standing is an action of fraud as have been tried by so many other cases and the Banks that did them lost (*US Bank N.A. v. Ibanez*), *Murray v. HSBC Bank USA* 2006 0 P1) and (*Powers v. HSBC Bank USA* 2006). A fraudulent Transfer is one when one is threatened with suit before assignment of property is made, Fl. Stat. 726.105 (D), and also UCC Article 3 line #6 says assignments or endorsements must be effectuated before suit is filed. *Progressive*

Exp. Ins. Co.v. Mcgarth Comty, Also Fla. Fourth DCA and UCC F.S. DH 673 ARTICLE 3 OF THEUCC: says they must prove they own the Note before they foreclose. On Note this case is void, Deutsche Bank has no standing in this case and property should be awarded to plaintiffs or Monetary damages.

32nd CAUSE OF ACTION

MONEY MUST BE GIVEN TO ASSIGN A NOTE. FLA.

STATUTE 701.02(1)(2) AS TO DEUTSCHE BANK,

JP MORGAN, AND HSBC BANK.

Florida Contract (Mail Box Law) (4) says you must in order to consummate a contract or an assignment you must give consideration money. The Judge Erred and is in Violation of Florida Contract Law (4) for not Dismissing the Case because the Assignment has no Consideration Money on the Assignment between Lancaster Bank LLC and MERS not only did they violate the 30 day notice on the Assignment by trying to sale the Note on the same day and they also never Consummated the contract with money consideration, see exb.329 and 330. Plea and effect of .--Sworn plea of consideration throws burden on plaintiff.---Smith v. Le Yesque, 25 Fla., 464; White v. Camp, 1 Fla., 94. Plea of want of consideration as against bonafide holder of negotiable promissory note Hancock v. Hale, 17 Fla., 808. Section does not obviate

necessity of Exhibition of instrument to the jury; when Exhibited, consideration pre-assignment or endorsement Sinclair v. Gray, 9 FLA., 342. EFFECT OF SWORN AND unsworn plea of want of consideration Ib. Plea must set forth facts Ahrens v. Willis, 6 Fla., 359. How drawn and what should contain White v. Camp, 1 Fla., 94 Must riot be equivalent to illegality or failure of consideration Orman v barnard, 5 Fla., 528. Effect of unsworn plea by administrator Knight v Knight, '7Fla., 253. MERS is not on the original note as a nominee or anything at all and the Note shows at the endorsement page, of the Lancaster bank's note that all payments are due to LANCASTER Mortgage Bank LLC on Oct.20*,2005 and Lancaster on the same day signed the note to MERS without a 30 day notice and' with no money consideration and LANCASTER Mortgage Bank LLC according to Lancaster was now the note holder as stated on the back of the note but LANCASTER Mortgage Bank LLC did assign the note over to MERS (see Exhibit 331,) so MERS according to Lancaster's money consideration failure and to Lancaster into the owner of the Note and MERS never did buy Note or the assignment because they never consummated the assignment with the consideration money, so therefore the assignment from Mers to Deutsche Bank is Invalid because MERS could not sign a note to Deutsche Bank when they don't own the Note. And don't forget the assignment was late, Filed after the lis Pendens was filed in violation of Florida DCA third district court of appeal, Mclean v. JP Morgan.

33rd CAUSE OF ACTION: KEEPING NOTE ACTIVE FOR FAKE FORE-
CLOSURE AFTER NOTE IS SOLD ON THE MARKET AND DESTROYED!
AS GOVERNED BY THE SEC AND THE US DEPT. OF THE TREASURY
IN VIOLATION OF GAAP, FASB FAS 140 AND FEDERAL 2 CFR

SECTION 200.49 AS TO U.S. BANK, GMAC, DEUTSCHE BANK,

JP MORGAN, AND HSBC BANK.

This is what I'm Quieting the Title against the SEC and Treasury for. The Federal GAAP FASB FAS 140 Rule says that when a NOTE is sold on the market as a security, the Note must be burned and destroyed and can never be as a foreclosure instrument because that is SEC Fraud because the IRS has written the destroyed loss off, then the insurance paid the loss off and then sold it on the market. The NOTE was also separated from the mortgage when the original Promissory NOTE was not recorded along with Mortgage at the county level. Additionally, the Mortgage was separated from the Note when the loan was bundled together with hundreds or thousands of other loans to create municipal bond funds, in order to sell and trade on Wall Street. When the Original Note was bundled it was destroyed and given a number to prevent others from double-dipping, that is, to prevent others from reselling the promissory Note again. By learning this information, the original wet blue ink promissory Note can not be produced, because it was destroyed when it was bundled together and put into a securitized loan trust to sell and trade on wall street. To separate the NOTE from the mortgage is to collapse the trust. See Carpenter v. Longan, 43 U.S. at 274 (finding that an assignment of the Mortgage without the Note is a nullity); Landmark Nat'l Bank v. Kesler, 216 P. 3d 158, 166-67 (Kan.2009) ("In the Event that a mortgage loan somehow separates interest

of the Note and the deed of trust, with the deed of trust lying with some independent entity, the mortgage may become unenforceable"). See also 37 Fla. Jur. Mortgages and Deeds of Trust '240 (One who does not have the ownership, possession, or the right to possession of the mortgage and the obligation secured by it, may not foreclose the mortgage). "The mortgage follows the note. An assignment of the Note carries the mortgage with it, while an assignment of the later alone is a nullity." Capitol Investors Co. vs. Executors of the Estate of Morison, 484 F.2d 1157, 1163n. "When a note is secured by a mortgage is assigned, the mortgage follows the note into the hands of the mortgagee. "In other words, the note is held and owned by the certificate holders of trust, and the mortgage follows the Note.

34th CAUSE OF ACTION: WRONGFUL FORECLOSURE DUE TO UNSIGNED MORTGAGE NOTE IN VIOLATION OF FLA STAT. 695.14 AS TO U.S. BANK, GMAC, DEUTSCHE BANK, JP MORGAN, AND HSBC BANK

This is an action brought by Plaintiff for declaratory judgment, injunctive and equitable relief, and for compensatory, special, general and punitive damages. Because MERS never got a legal Assignment from Lancaster Bank because there was no Leroy William's Mortgage or Note that was signed and

never existed. So Lancaster did not assign the mortgage to MERS and MERS could not have Assigned the Mortgage or Note to Deutsche Bank. Which shows that this EVICTION is ILLEGAL THEFT OF THIS PROPERTY. So we the Plaintiff, homeowners, dispute the title and ownership of the real property in question (the "Home"), which is the subject of this action, in that the originating mortgage lender, and others alleged to have ownership of Plaintiff's mortgage note and/or Deed of Trust, have unlawfully sold, assigned and/or transferred their ownership and security interest in Promissory Note and Deed of Trust related to the Property, and, thus, do not have a lawful ownership or a security interest in Plaintiffs Home which is described in detail herein For fraud, Intentional infliction of emotional distress, rescission, declaratory relief based, on violations of T.I.L.A. and R.E.S.P.A., upon the facts and circumstances surrounding Plaintiffs original loan by Leroy Williams that was quit claimed to JAMES BUCKMAN, Exhibit 332. transaction and subsequent securitization. Defendant's violations of these laws are additional reasons this Court must quiet title in Plaintiffs property and award damages, rescission, declaratory judgment, and injunctive relief as requested below.

35th CAUSE OF ACTION, FLORIDA DECEPTIVE AND UNFAIR

TRADE PRACTICE ACT VIOLATIONS OF FL. STAT. § 501.20491

(2005). 60. FL. Stat. §§ 501.201, FL. STAT. §50L202(1) and
(2). AND FL. STAT. 501.203 (7). AS TO DEUTSCHE BANK

DEFENDANTS

Plaintiffs realleges and incorporates all paragraphs as though fully set forth in this' paragraph. The Florida Deceptive and Unfair Trade Practices Act (FDUTPA) provides for a civil cause of action for "unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." FLA. STAT. § 501.20491 (2005). 60. This is an action for injunctive and declaratory relief pursuant to the Florida Deceptive and Unfair Trade Practices Act, FL. Stat. §§ 501.201, et seq. (hereinafter "the Act") and Chapter 86, FLA. STAT. The provisions of the Act are to be liberally construed to promote the following policies: To simplify, clarify, and modernize the law governing consumer protection, unfair methods of competition, and unconscionable, deceptive, and unfair trade practices; and To protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce. FLA. STAT. §50L202(1) and (2). At all times relevant hereto, BUCKMAN was used like a Consumer by Deutsche

Bank to fraudulently Foreclose and as a "consumer" as defined by FLA. STAT. §501.203 (7). At all times relevant hereto, these defendants were engaged in "trade or commerce" as defined by FLA. STAT. §501.203 (8) Either, any, or all of the Defendants in this count created the documents purportedly transferring the subject mortgage from LANCASTER TO MERS TO DEUSTCHE BANK 2005-2007 and then These defendants violated the Act by engaging in unfair and deceptive acts and practices including, but not limited to: preparing and executing a false and improper Affidavit and fake assignment of Indebtedness by who has no apparent signing authority, with a fake Notary manufacturing documents to create the illusion that Deutsche bank possessed equitable ownership of the subject mortgage despite a complete lack of evidence to support that contention. These defendants knew, or should have known, the AOMs, Affidavit of Indebtedness, along with other documents "created" to give the illusion that the 2007 foreclosure Defendants possessed equitable ownership of the subject promissory note and mortgage and was authorized with invalid and illegal documents created which was performed on Deutsche Bank and Lancaster BANK'S behalf and with each's acceptance and approval when in fact neither was the real party in interest when the claims were filed. These Defendants have violated the act by engaging the following acts of unconscionable conduct, of unfair deceptive practices in the conduct of trade or commerce. Defendants, claimed and continue to claim ownership as holder of the subject note and mortgage even though they knew this status was based upon falsified documents.

Attorneys fees and costs are sought pursuant to Fla. Stat. §501.2105.

WHEREFORE, Plaintiffs respectfully request that this Court award damages, and any other just and appropriate relief under the law, including but not limited to, attorneys' fees and costs.

36th CAUSE OF ACTION DAMAGES AND DECLARATORY RELIEF PURSUANT TO FANNIE MAE, DEUTSHE BANK AND US BANKS, THE LPS ENTITIES AND SF. IN VIOLATION OF FEDERAL CODE 18 U.S.C. 1962 AND 18 U.S.C. 1964, 18 U.S.C. 1961 (B) SECTION 201, AS TO BRIBING JUDGES

Plaintiff incorporate all paragraphs inclusive, herein, as though set forth herein. In 2007, and continuing, through the present, all Defendants did cooperate jointly and severally in the commission of two (2) or more of the RICO predicate acts that are itemized in the RICO laws at 18 U.S.C. § 1961(1) (A) Bribery of Judges by the Banks in Rico Conspiracy to steal property and (B) Sections 1028 as to Fraud and the stealing of property 18 U.S.C. § 1961(1) (B) Section 1344, Financial Institution Fraud, 18 U.S.C. § 1961(1) (B) Section 1952, Racketeering 1957 and 18 U.S.C. § 1961(1) (B) Section 1028 Identification Fraud and Fraudulent Documents and did so in Violation of the RICO Code 18 U.S.C. 1962(b) (Prohibited activities). Plaintiff further alleges that Defendants, DADE

COUNTY, CLERK OF THE COURTS, DADE COUNTY RECORDS NOTARY'S, ATTORNEYS TITLE INSURANCE FUND, DADE COUNTY SHERIFFS DEPT. AND DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE, UNDER THE POOLING AND SERVICING AGREEMENT SERIES RAST 2006-A8 (CSFB) from now seen as (DBN). Along with LANCASTER Mortgage Bank LLC, MERS, INDY MAC BANK, PHONY NOTARY REBECCA GONZALEZ, DADE COUNTY JUDGE MIGUEL DE LA O, JUDGE MONICA GORDO AND JUDGE ALLEN FINE! On their own behalf, and on behalf of the codefendants, in conjunction with and in furtherance of the RICO Conspiracy with all the remaining Defendants, did commit two (2) or more of the offenses itemized above in a manner which they calculated and premeditated intentionally to threaten continuity, i.e. a continuing threat of their respective racketeering activities, also in violation of the RICO law at 18 U.S.C. 1962(b) *supra*. At all times herein, defendants, on their own behalf, and on behalf of the codefendants and each of them Conspired with remaining Defendants, to interfere with the quiet enjoyment of Plaintiffs home and steal the equity in the Plaintiff's home through the use of sham pleadings, manufactured "evidence" such as fraudulent AFFIDAVITS, MORTGAGES, ASSIGNMENTS, NOTARYS in a civil court action in order to fraudulently obtain a judgment of foreclosure in the Deutsche Bank Case there is no Warranty Deed signed by the Owners and no Power of Attorney on the Dade County Record as required by Fl. Stat. () for one Owner like James Buckman to sign as Power of Attorney for Alexander Morera. And James Buckman and Maurice Symonette's Affidavits, Exh. (333)(334) say that neither of them attended the Closing and Tanna Carter the Other Owner did not show to the Closing as indicated in the Attorney Title Insurance Companies lawsuit wherein Tanna Carter argued that she did not show up to the Closing to sign the Warranty Deed see Affidavits of Maurice Symonette and James Buckman, Exh. (335)(336). But as a part of the Rico Conspiracy the Clerk of the Court Harvey Ruvin erased

the Attorney Title Insurance Co's V. Tanna Carter, James Buckman, Alexander Morera and Flamingo Title Co. so that you could not see the Objections of the Defendants of that Case saying they didn't go to the Closing and did not owe Lancaster any Money that was kept by Flamingo Title Co. And Attorney Title Insurance Co. Dismissed their charges against those Defendants because Flamingo Title Co. gave some Money back to Attorney Title Insurance Co. Exh. (337) who facilitated with the Clerk of the Courts to allow the Fraudulent and Forged Warranty Deed (Tanna Carter, Alexander Morera and James Buckman were Forged), and then the Conspirators put the Fraudulent and Forged Warranty Deed onto the Record Exh. (320) without a Power of Attorney and allowed a Fraudulent and Forged Mortgage Note onto the Record without the required Original Signatures Exh. (208) In Violation of FL. Stat. (). Which was then used by Attorney Titles Insurance Co. The Clerk of the Courts and Deutsche Bank to Assign the Fraudulent and Forged Mortgage to MERS in Oct. 20th 2005 with a Fake Assignment with no Notary Stamp, Commission Number, Witnesses or Preparer, Exh. (341) as required by Fl. Stat. (117.05(3)(a) and then one year and four months later in March 21, 2007 put the Assignment on Record illegally because the Fl. Stat. says that the Assignment must be Recorded within 30 days of the signing of the Assignment this was done in Violation of Fl. Stat. (494.0075 3. (3) which makes Void the MERS Assignment. But these Conspirators used the Fake MERS Assignment to Assign the Fake unsigned Mortgage to Deutsche Bank in Violation of Fl. Stat. (701.02(1)(2)(3) so therefore Deutsch Bank never had any Standing to Foreclose. US Bank does not have an Allonge Signed by the President, Vice President or the Executive Director in Violation of Fl. Stat. 692.(3) and (4). And no Secretary can sign an Allonge which is an Assignment to Convey Property Fl. Stat.692.101 (3) and (4). And yet the Allonge (Assignment to the Promissory Note) is signed by the Assistant Secretary who has absolutely no right to Sign an Allonge or an Assignment to Convey Property according to

Fl. Stat. 692.101 (3) and (4) And the Homecomings Assignment US Bank this is the wrong Bank, Exh.(342) (343). And the Case was Dismissed with Prejudice by Judge Sarah Zabel Exh. (344) and the Docket dated April 6th 2009 Exh (345).and Judge Valerie Manno Schurr who was never Assigned to our Case but was able to insert a Fraudulent Dismissal Without Prejudice with the help of the Conspiring Lawyers and the Clerk of the Court Harvey Ruvlin even though Judge Valerie Manno Schurr wasn't the Judge on the Case, a Judge we have never met and a Judge we have never had a Hearing with before but Dismissed the same Case that Judge Sarah Zabel Dismissed with Prejudice and when I Confronted Judge Valerie Mannp Schurr with her \$995,000,00 Conflict of Interest, with GMAC, Exh. (346), which is US Bank, Exh. (347). She said she did not sign that Order of Dismissal Without Prejudice and after the taped Hearing she was heard by four Witnesses to say to the Conspiring Lawyers of BlankRome. "Oh my God I don't believe you Lawyers Signed my name on an Order like that" Exh. (348). (four Affidavits). And then two days later Judge Schurr Recused herself off the Case, Exh. (349) which by Law the Case must RETURN AND REVERT BACK TO THE ORIGINAL JUDGE SARA ZABEL'S DISMISSAL WITH PREJUDICE. Exh. (350). NOW THE PROPERTY WITH THIS NEWLY DISCOVERED EVIDENCE. AND FRAUD AND RICO CONSPIRACY OF JUDGES BEING PAID (CONFLICT OF INTEREST) BY US BANK TO RULE IN THEIR FAVOR CAN BE REVISITED BECAUSE OF VIOLATION OF FEDERAL RULE 60 (B) (2) (4) (6) AND Fla. R. of Civ. Proc. 1540 (b) (2) STANDING CAN BE QUESTIONED AT ANYTIME FEDERAL RULE 3.1 AND BECAUSE 131 FEDERAL JUDGES WERE CAUGHT WITHCONFLICTS OF INTEREST THE REMEDY PERSCRIBED WAS THAT YOU CAN RESTART YOUR CASE FOR Ex. FEDERAL JUDGE MARCIA COOK ON TH[S DEUTSCHE BANK CASE WAS ONE OF THE 131 JUDGES EFFECTING 685 CASES NATIONWIDE CAUGHT IN THE NET OF \$CONFLICT OF

INTEREST CASES, GOOGLE THIS (SEE URL:[HTTPS://WWW.WSJ.COM/ARTICLES/131-FEDERAL-JUDGES-BROKE-THE-LAW-BY-HEARING-CASES-WHERE-THEY-HAD-A-FINANCIAL-INTEREST-11632834421](https://www.wsj.com/articles/131-federal-judges-broke-the-law-by-hearing-cases-where-they-had-a-financial-interest-11632834421)). This is total Fraud, MERS and Deutsche Bank and US Bank is breaking all Laws to take our property Because I as Blacks for Trump have been treated bad with BLACK MEGA Discrimination because of me helping Republicans from BUSH, SCOTT TO TRUMP. Newly discovered evidence and fraud, because when we went to the Dade County Records Department because all Mortgage Notes are Required to be Recorded with Original Signatures F.S. 701.02(1)(2)(3) **Exh. 208.** and. We discovered that the Lancaster MORTGAGE NOTE has absolutely no signatures of the so called buyer (Leroy Williams) on Note as Required by F.S. 695.26 (1) (a), which caused me to search the whole record to discover that All Buyer's (Leroy William's) SIGNATURES and INTIALS are all Blacked Out and the blacked out signature as shown on gods2.com #1 showing Dade County Clerk Guetty Jean #217325 behind Clerk's desk behind protective glass . She's on video after red stamping and putting my payment receipt on the Certified so called Leroy Williams showing Mortgage Note on Camera, video shows blacked out initials on Lancaster Note. And two managers of the Clerk's office saying there's no way this Note should have been put on Recorded without the Signature, gods2.com and I recorded this all on docket for Leroy Williams there's no signed Mortgage, Promissory or Prepayment Rider Recorded in Dade County. There is no lost Note count in Deutsche Bank Complaint and MERS is not listed in the Note as Nominee or anything at all, **Exh. 352.** Which is why they did a Fake Mortgage Assignment which included the Promissory Note as stated on the bottom of the Assigned note from Lancaster Bank to MERS **Exh.353.**, signed by the Vice President of Lancaster (Darlene Perera) the same lady who on the exact same date she signed a fake Allonge to another Bank called Indy Mac Bank, illegal see **Exh. (354) 1-5** you can't sell a Note to two

different entities especially on the same date and did not record the assignment until 2007 1 year and 5 months after sale which makes the note void according to F.S. **Exh.207**. Allowing an unsigned Mortgage Note to be Recorded in Florida which is a Felony, F.S. 817.2341 and 775.082, 775.083 and 775.084. And are all forgeries that can almost be seen under the blacked out ink when comparing that signature to the other signatures of the other notes with the correct signature see **the Plaintiffs Lancaster's Recorded Note shows Note has a wrong forged signature that you can see under the blacked out signature, Exh.208**. This is the Correct Leroy William's real signature from the other note from real Recorded Note of Leroy Williams other property. From a real Closings, see **pgs. 16 and 20 of, Exh.357 and 358**. And Flamingo Title Company was sued by Attorney Title Insurance Co. Because of money given but no Note, **Exh. 359, 360, 361**., And no valid Warranty Deed because Alexander Morera was not there and did not sign the Warranty Deed, **Exh.362** One of the owners of the home 1977 ne 119th road Miami 33181, James Buckman was not at the closing, see affidavit **Exh. 363**. and James Buckman did not sign anything as it APPEARED on the fake Warranty Deed, **Exh.364**. See James Buckman's real signature on drivers license, **Exh.365**. Someone illegally signed for James Buchman. See Affidavit from Maurice Symonette another owner saying that he (Maurice) was there at the Angry wiped out non closing and witnessed that James Buckman, Tanner Carter, Alexander Morera nor did Leroy Williams show up to the closing and the Warranty Deed was not signed, see **Exh.366**. Affidavit from James Buckman stating that he was not at the closing so there was no Legal Warranty filed on the Record! So payments continued to Bank, **Exh.367,368,369**.and then EMC Mortgage Bank EMC. Mortgage co. wrote and said make all payments to INDY MAC BANK, **Exh.370**. And Payments were made on time even six months after Deutsche Bank Foreclosure was started 06/20/2007, **Exh. 371**. See receipts showing payments **06/19/07 to 09/29/07** 4 months after Deutsche Bank

foreclosure started **Exh. 372,373,374,375**. And unknown Bank. Deutsche Bank Lis Pendence date filed with no Due Process Notice to us, see **page 11 of Dade Docket Exh.376**. This filed while Payments were still being made and on TIME, **Exh.377**. And notice the Note blacked out the Loan Number so that you could not check it, **Exh.378**.

35TH CAUSE OF ACTION DAMAGES AND DECLARATORY
RELIEF PURSUANT TO 18 U.S.C. 1961 18 U.S.C. 1962 AND 18
U.S.C. 1964 AS TO FANNIE MAE, US BANK, DEUTSCHE
BANK LPS ENTITIES THE JUDGES CLERKS AND THE
LAWYERS

Plaintiff incorporate all paragraphs inclusive, herein, as though set forth herein. In 2007, and continuing, through the present, all Defendants did cooperate jointly and severally in the commission of two (2) or more of the RICO predicate acts that are itemized in the RICO laws at 18 U.S.C. §§ 1961(1)(A) and (B), and did so in violation of the RICO law at 18 U.S.C. 1962(b) (Prohibited activities). Plaintiff further alleges that Defendants on their own behalf, and on behalf of the co-defendants, in conjunction with and in furtherance of the conspiracy with all the remaining Defendants, did commit two (2) or more of the offenses itemized above in a manner which they calculated and premeditated intentionally to threaten continuity, i.e. a continuing threat of their respective racketeering activities, also in violation of the RICO law at 18 U.S.C. 1962(b) *supra*. At all times herein, defendants, on their own behalf, and on behalf of the co-defendants,

and each of them, conspired with remaining defendants, to interfere with the quiet enjoyment of Plaintiffs home; steal the equity in the Plaintiffs home through the use of sham pleadings, manufactured "evidence" such as fraudulent affidavits in a civil court action in order to fraudulently obtain a judgment of foreclosure, Wherefore Plaintiff seeks relief as accorded by the applicable Statute, including, but not limited to: Statutory Compensatory damages for each separate **violation** according to proof; Exemplary damages for each separate violation based on the net worth of the Defendants on their own behalf, and on behalf of the co-defendants; Declaratory relief, including permanent injunctive relief, prohibiting these defendants, or any of their agents or assigns, from any further breaches of the statute; Reasonable attorney's fees and court costs according to proof, Such other and further relief as the court deems just and proper. Pursuant to §768.72 (2002), SLA. STAT., Plaintiff reserves the right to amend this complaint to add a prayer for punitive damages upon a showing of evidence in the record providing a basis for recovery of such damages. The FDCPA was enacted to protect all consumers from debt collectors who seek to collect debts through illegal In Cans and who engage in unfair or out right thievery and/or deceptive practices during the collection of a debt. Plaintiffs are defending themselves from Deutsche Bank or Lancaster who is Foreclosing on us as "consumers" within the meaning of FDCPA, 15 U.S.C. §1692a(3). These defendants have engaged in collection of "debts" as this phrase is defined by 15 U.S.C. §1692a(5) and Fla. Stat. §559.55 allegedly owed by Plaintiff. Defendants, Deutsche Bank, MERS, Indy Mac & Lancaster who foreclosed upon this fake Mortgage and Note after a fake default and are "debt collectors" . The collection activity foreclosed the fake Mortgage and Note, to collect monies falsely owed pursuant to a fake promissory note including a deficiency judgment. It is Plaintiffs good faith belief that the Dory Goebel fake Assignment, created by Defendants was created through collusion between

defendants Deutsche Bank, MERS, & Lancaster to support the claimed indebtedness and to support that there is “no genuine issue of material fact” in this case as of the date that the Assignment was executed. These Defendants continue to intentionally mislead the court in an effort to unjustly enrich themselves in taking Plaintiff’s home when they know, or should have known, at the inception of this suit that Lancaster and/ or its predecessor in fake interest has never owned the note. Defendants’ collection activities described herein violate the Florida Consumer Collection Practices Act (Fla. Stat, § 559.72) and the Federal Fair Debt Collection Practices Act (15 U.S.C. § 1692a *et seq.*) in that defendants’ were claiming, attempting and threatening to collect and enforce this consumer mortgage debt by foreclosure action where they how or should have known that the right to pursue foreclosure does not exist under the law because: Lancaster did not have standing to pursue the 2007 action and US BANK did not have standing to pursue the 2007 action; Failure to engage pre-foreclosure settlement discussions with Plaintiff; Defendants’ unconscionable, deceptive methods and practices in collecting this loan should preclude them from seeking judicial enforcement of the alleged. The assignment of mortgage from Axiom Bank to US Bank, Exh. (426) came 2 years after the Complaint, Exh. (427) was filed in violation of Mclean v. JP Morgan which says you must own the Note before you can Foreclose! Lancaster post-dated the filling of the 2007 suit and the AOM from Fannie Mae fake Mortgage was never signed Exh.(428), the Note was never signed, Exh. (429) and the Warranty Deed was never signed and 2 However, in the 2007 and the 2010 Lawsuits these Banks alleged that they were the “owner and holder of the subject note and mortgage” in their complaints. As such, Deutsche Bank and US Bank obtained the defaulted mortgage well after the alleged default and is considered “debt collector” under the law. Any denial to the contrary must be supported by strict and convincing evidence. Further, merely labeling

oneself as a servicer when, in fact, a large percentage of your business is collecting a debt also qualifies all defendants as "debt collectors" under the law. Further, Plaintiff was subjected to "default" fees and charges including, but not limited to, attorney fees, legal fees, foreclosure Costs, late charges, property inspection fees, title search expenses, filing fees, broker price opinions, appraisal fees, forced placed insurance, and other charges and advances, and predatory lending fees and charges all of which are not authorized by or in conformity with the terms of the subject note and mortgage. For statute of limitations purpose it was impossible for Plaintiffs to prove the conduct herein until April, 2007 when these Banks and LPS entered into consent orders regarding the specific misconduct in this case. Specifically document "creation" by individuals lacking authority and specific knowledge about the documents, such as the Docs. that were executed and presented to the Courts all in furtherance of the defendants' illegal scheme to divest Plaintiff of his Property. These acts as well as the prosecution of this case are wrongful, intentional, reckless, willful and wanton, negligent, deceptive, and predatory. Defendants knew they should not falsify documents particularly sworn documents meant to prove a material fact such as AOIs and AOMs. These perjured documents violate 15 U.S.C. § 1692e(10) and 15 U.S.C. § 1692f. 81, As a result of the aforesaid FDCPA and FCCPA violations, Plaintiff has been subjected to false and illegal collection activities, and has therefore been harmed due to the slander to her credit and emotional/physical health issues proximately caused by these defendants. Plaintiff has retained counsel and is entitled to reimbursement of her costs and attorneys fees pursuant to 15 U.S.C. § 1692lc(3) and Fla. Stat. § 559.77.

**37th CAUSE OF ACTION LAWYERS WOULD NOT PRODUCE THE
DOCUMENTS REQUESTED AUTHORIZATION TO SUE FOR IN
VIOLATION OF RULE 34(B)(2)(C) AND ROSA V. FALL, 273 U.S.
315 1927 (1) Exh. A. P.273 U.S. 319 EMERGENCY MOTION**

JAN. 19 2022:

ATTORNEY MUST SHOW PUBLIC AUTHORITY OR AUTHORIZATION TO APPEAR LETTER AND REPRESENT U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR RASC 2005 AHL3 Plaintiff Maurice Symonette with emergency motion for hearing because Attorney's for the Bank or Loan company must prove that they legally represent U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR RASC 2005 AHL3. In the case of US SUPREME COURT PUEBLO OF SANTA ROSA V. FALL, 273 U.S. 315(1927) (1) that Authorized them to Foreclose on this property 15020 S. giver Dr. or And the lawyers refused with the help of the Judge. Exh. 526. Because when I asked the Bank about those Lawyers the Bank said they know those lawyers and the Bank said they didn't know about our case being done for foreclosure in U.S. Bank's name and told me to ask for their Contract or letter of Authorization because they didn't have a Contract with those Lawyers to Sue for that Property 15020 South River Drive Miami Florida 33167

38th CAUSE OF ACTION LAWYERS WOULD NOT PRODUCE
THE DOCUMENTS REQUESTED THE DOCUMENT THAT
SHOWS THEIR FOREIGN AGENT LICENSE NEEDED TO REPRESENT A FOREIGN BANK IN VIOLATION OF FEDERAL RULE
34(B)(2)(C) AND SECTION 612 (a)

On July 2nd 2023 we asked the Attys to produce their Foreign agent LICENSE to Represent these Foreign Banks and they Refused in Violation of F.A.R.A. Act SECTION 612 (a) and FEDERAL RULE 34(B)(2)(C, Exh. 527.

31ST NATIONAL ASSOCIATION (NA) BANKS LIKE U.S. BANK NA CAN'T USE STATE COURTS TO SUE YET THEY FORECLOSED IN COUNTY COURT IN VIOLATION OF 12 U.S.C. SS 632 AND

THE BOARD OF GOVENORS OF THE FEDERAL RESERVE SYTEM SEC. 25B

AS TO ALL DEFENDANTS

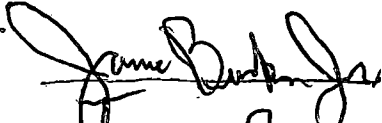
WHEREFORE Plaintiff prays that this honorable Court award her damages for the claims set forth herein including litigation lees and costs. On April 23, 2007, and continuing, through the present, all Defendants did cooperate jointly and severally in the commission of two (2) or more

of the RICO predicate acts that are itemized in the RICO laws at 18 U.S.C. §§ 1961(1)(A) and (B), and did so in violation of the RICO law at 18 U.S.C. 1962(b) (Prohibited activities). Plaintiff further alleges that Defendants, the LPS entities, SF on their own behalf, and on behalf of the co-defendants, in conjunction with and in furtherance of the conspiracy with all the remaining Defendants, did commit two (2) or more of the offenses itemized above in a manner which they calculated and threat of premeditated intentionally to threaten continuity, i.e. a continuing their respective racketeering activities, also in violation of the RICO law at 18 U.S.C. 1962(b) *supra*.

At all times herein, defendants, on their own behalf, and on behalf of the co-defendants, and each of them, conspired with remaining defendants, to interfere with the quiet enjoyment of Plaintiffs home; steal the equity in the Plaintiffs home through the use of sham pleadings, manufactured "evidence" such as fraudulent affidavits in a civil court action in order to fraudulently obtain a judgment of foreclosure, Wherefore Plaintiff seeks relief as accorded by the applicable Statute, including, but not limited to: Statutory Compensatory damages for each separate **violation** according to proof; Exemplary damages for each separate violation based on the net worth of the Defendants on their own behalf, and on behalf of the co-defendants; Declaratory relief, including permanent injunctive relief, prohibiting these defendants, or any of their agents or assigns, from any further breaches of the statute; Reasonable attorney's fees and court costs according to proof, Such other and further relief as the court deems just and proper. Pursuant to §768.72 (2002), SLA. STAT., Plaintiff reserves the right to amend this complaint to add a prayer for punitive damages upon a showing of evidence in the record providing a basis for recovery of such damages. Plaintiff will have no other Plain, speedy or adequate remedy than the injunctive relief prayed for below is necessary' and appropriate at this time to prevent irreparable loss to plaintiff. Plaintiff has suffered and will continue to suffer in the future unless defendants wrongful conduct is restrained and enjoined because real property is inherently unique it will be impossible for Plaintiff to determine the precise amount of damage it will suffer. **MEMORANDUM**

OF LAW The Defendants maintains timely Constitutional due process civil rights for Florida Rule 2.160(H) and Federal Rule 60 Relief to close this case with the original Dismissal with Prejudice in our Defendants favor with requirement of Valerie Schurr Recusal based on exposed financial conflicts of interests Fla. Stat. 112.312 (8)(9). Rule 2.160 (H) and FRCP Rule 60, relief from Judgment Or Order and to Vacate Order. There is to be no conflict of interest with the Judge and the Plaintiff against DEFENDANTS. LIKE 3. Fraud whether previously called intrinsic or extrinsic, misrepresentation or misconduct by an Opposing party A Judge is expected to Recuse herself according to Fla. Code Jud. Conduct, Canon 3E (1), Fla. Rule 2.160 (A) (H), Fla. Statute 112.312 (8) and pursuant to 28 U.S.C. § 455 Under § 455(a), Recusal is mandatory in "any proceeding in which Judge's impartiality might reasonably be questioned." Under Fla. Code Jud. Conduct, Canon 3E (1) and § 455(b), a judge is expected to disqualify herself whenever any of the five statutorily prescribed criteria can be shown to exist in fact; even if no motion or affidavit seeking such relief has been filed, and regardless of whether a reasonable person would question the judge's impartiality. Fla. Code Jud. Conduct, Canon 3E(1), Fla. Rule 2.160 (A) (H), Fla. Statute 112.312 (8) and Section 455(b) he shall also disqualify himself in the following circumstances. REQUIRED RELIEF Pursuant to Fla. Code Jud. Conduct, Canon 348 (1), Fla. Rule 2.160 (A) (H), Fla. Statute 112.312 (8) and Federal Rules of Civil Procedure Rule 60, Plaintiff requires Relief from the June. Final judgment Order Exh. (430). based upon the stated facts, just terms, cited misconduct, Rule 60 grounds and newly discovered banking real estate fraud by court officers. Said Reopening Relief would require the vacating of his order and Recusal of Judge Valerie Schurr from this and any future related U.S. BANK banking real estate cases in this District. The Dismissal Order Relief also requires that all parties be reinstated to their prior positions in this action (Dismissal with Prejudice) requiring Clerk issuance of

Summons upon the Defendants and allow the filing of a Motion to dismiss the Final Judgment for cause, grounds and reasons stated herein filed.



JAMES BUCKMAN

300 NE 29th St Apt. B

Pompano Beach FL 33054



MACA WELLS



MAURICE SYMONETTE

300 NE 29th St. Apt. B

Pompano Beach FL 33054

MY PRAYER

My Enjoin these Judges, Lawyers and
Officials from working for these
Foreign Banks to stop them from
operating in State Courts to illegally
take our homes and give us our
homes back and 100 million